

NOTICE OF PUBLIC HEARING

CITY OF NATCHITOCHEs, LOUISIANA

The City of Natchitoches will hold a public hearing at **5:30 PM** on **MONDAY, AUGUST 12, 2013**, at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana. The purpose of the hearing is to consider the final adoption of Ordinance No. 035 renaming a portion of Washington Street, The Louisiana Sports Hall of Fame and for public comments. The proposed change of name will not have any effect on the address of any other property other than the Sports Hall of Fame.

ORDINANCE NO. 035 OF 2013

AN ORDINANCE RENAMING A PORTION OF WASHINGTON STREET, PROVIDING FOR A PUBLIC HEARING, PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE, PROVIDING FOR PROCEDURE IN REMARKING STREET, AND PROVIDING FOR DESIGNATION OF NAME CHANGE ON PUBLIC RECORDS

A complete copy of the full Ordinance is available at the Mayor's office, City Hall, 700 Second Street, Natchitoches, LA 71457 (318) 352-2772.

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

NATCHITOCHEs CITY COUNCIL MEETING

AUGUST 12, 2013

5:30 P.M.

A G E N D A

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF JULY 22, 2013**
5. **SPECIAL RECOGNITION:** The City of Natchitoches – All American City Finalist
(Mrs. Cynthia Sutton)
6. **ORDINANCES – INTRODUCTION:**
#036 **Morrow** Ordinance Authorizing The Mayor Of The City Of Natchitoches,
Lee Posey, To Execute A Lease In Favor Of Med-Trans

Corporation, Of A Portion Of Lot 1A Of The Natchitoches Regional Airport As Shown On The Airport Layout Plan Of April 27, 2001, By Alliance Incorporated And Further Providing For Advertising Of The Lease And An Effective Date

#037 Payne Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For Apron Rehabilitation At The Natchitoches Regional Airport (Bid No. 0536)

7. **ORDINANCES – FINAL:**

#032 Mims Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Corrected Cooperative Endeavor Agreement With The Corrections Corporation Of America Whereby The City Of Natchitoches And The Corrections Corporation Of America Will Cooperate And Participate In A Program Wherein The Corrections Corporation Of America Will Provide Labor To Produce Hanging Baskets And Other Floral Displays For The City Of Natchitoches And The City Of Natchitoches Will Reimburse Start Up Costs, Provide Plants And Provide Instruction To Inmates

#034 Stamey Ordinance Revoking The Dedication Of A Portion Of East Third Street Between The Southern Right Of Way Of Whitfield Drive And The Centerline Of That Drainage Ditch Running East And West Between St. Clair Subdivision And Killarney Subdivision T The City Of Natchitoches, Declaring That Said Portion Of Street Is Abandoned And The Dedication Revoked, Retaining An Easement Across, Providing For An Effective Date Of The Ordinance, And Savings Clause

• **OPEN PUBLIC HEARING - REQUEST FOR PUBLIC COMMENTS ON ORDINANCE NO. 035 OF 2013**

#035 Nielsen Ordinance Renaming A Portion Of Washington Street, Providing For A Public Hearing, Providing For an Effective Date Of The Ordinance, Providing For Procedure In Remarking Street, And Providing For Designation Of Name Change On Public Records

8. **RESOLUTIONS:**

#054 Mims Resolution Approving Attorney Employment Contracts With The City Attorney And The First Assistant City Attorney And Further Authorizing The Mayor, Lee Posey, To Execute The Employment Contracts On Behalf Of The City Of Natchitoches

#055 Payne Resolution Designating Friday, August 30, 2013 As An Official Holiday For The Employees of The Of The City Of Natchitoches For The Year 2013

#056 Stamey Resolution Calling For Redemption On September 19, 2013, All Of The Outstanding Maturities Of The (I) Sales Tax Bonds, Series 2002, And (II) Sales Tax Revenue Refunding Bonds, Series 2003, Of The City Of Natchitoches, State Of Louisiana; And Providing For Other Matters In Connection Therewith

#057 Nielsen Resolution Authorizing The Mayor To Advertise For Bids For Schedule I, Schedule II And Schedule III At The Natchitoches Regional Airport (Bid No. 0542)

- #058 Morrow** Resolution Authorizing The Mayor To Enter Into A Site Development Memorandum Of Agreement With The Northwest Louisiana Economic Partnership and The City Of Natchitoches
- #059 Stamey** Resolution Authorizing The Mayor To Apply For And Accept Funds From The Federal Aviation Administration (FAA) And Louisiana Department Of Transportation (LA DOTD) For Improvements At The Natchitoches Regional Airport
- #060 Mims** Resolution Authorizing The Mayor To Execute Change Order No. 3 (Final) To The Water System Improvements Rehabilitation Of Water Treatment Plant No. 1 (**Bid No. 0495**)
- #061 Payne** Resolution Authorizing The Execution Of The Certificate Of Substantial Completion For The Water System Improvements Rehabilitation Of Water Treatment Plant No. 1 (**Bid No. 0495**)

9. **ANNOUNCEMENT:** The City of Natchitoches offices will be closed on Monday, September 2, 2013 in honor of Labor Day.

The next scheduled City Council meeting will be August 26, 2013.

10. **ADJOURNMENT:**

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "Request to Address City Council" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, AUGUST 12, 2013 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, August 12, 2013 at 5:30 p.m.

There were present:

Mayor Lee Posey
Councilman At Large Don Mims, Jr.
Councilmen David Stamey, Dale Nielsen,
Councilman Larry Payne
Councilwoman Sylvia Morrow

Guests: Mrs. Cynthia Sutton

Absent: None

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and David Stamey was asked to lead the pledge of allegiance.

Mayor Posey next brought the reading and approval of the minutes of the July 22, 2013 meeting. Mr. Nielson moved that we dispense with the reading of the minutes and approval of same. Seconded by David Stamey. The roll call vote was as follows:

Ayes:	Payne, Nielson, Mims, Stamey
Nays:	None
Absent:	Morrow

Mayor Posey introduced Mrs. Cynthia Sutton, to present the All American City Finalist Award.

On behalf of the entire All American City Team, we represented the City in Denver Colorado in June. Ms. Sutton presented the plaque for the All American City Finalist Award to the City of Natchitoches. Ms. Sutton further explained that Rebecca Blankenbaker and Samantha Bonnette were very instrumental in this competition. Mayor Posey thanked the ladies for their efforts and announced that this is really a tribute for receiving this award.

Mayor Posey asked that everyone please be aware that school started today and be very aware of school zones. Mayor Posey said we should encourage a child and thank a teacher. Mayor Posey also stated that Mike Braxton and his group deserves recognition. After complaints of objects blocking the view of school bus drivers, the Public Works Department has been cleaning and clearing out so there is no obstruction of view. Mayor Posey stated that if anyone knows of any area that needs attention, please let them know.

The following Ordinance was Introduced by Ms. Morrow at the Natchitoches City Council meeting held on August 12, 2013 as follows:

ORDINANCE NO. 036 OF 2013

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LEE POSEY, TO EXECUTE A LEASE IN FAVOR OF MED-TRANS CORPORATION, OF A PORTION OF LOT 1A OF THE NATCHITOCHES REGIONAL AIRPORT AS SHOWN ON THE AIRPORT LAYOUT PLAN OF APRIL 27, 2001, BY ALLIANCE INCORPORATED AND FURTHER PROVIDING FOR ADVERTISING OF THE LEASE AND AN EFFECTIVE DATE.

WHEREAS, the City of Natchitoches is the owner of those lots shown on the Airport Layout Plan of April 27, 2001, which said lots are available for lease, and more particularly is the owner of Lot 1A as shown and depicted on the Layout Plan, said Lot 1A being approximately a 11,737 square foot area; and

WHEREAS, the Airport Manager, has negotiated the terms of a lease to Med-Trans Corporation, of a portion of that property shown and depicted as Lot 1A on the Layout Plan as well as access to the associated asphalt apron and parking area; and

WHEREAS FURTHER, the terms of the lease are for a five (5) year period, with consideration of One Thousand Five Hundred and no/100 (\$1,500.00) Dollars per month, all as set forth in the attached Lease Agreement by and between the City of Natchitoches, and Med-Trans Corporation; and

WHEREAS FURTHER, the lease will include the front office area on the southern end of the hanger as well as the southern end of the hanger bay, being a 36 foot by 82.5 foot area, as is shown and depicted on the sketch attached to the Lease Agreement; and

WHEREAS FURTHER, the lease further provides for use by Med-Trans Corporation of a classroom area on the eastern end of the hanger at the rate of One Hundred and no/100 (\$100.00) Dollars per day; and

WHEREAS FURTHER, the City desires to lease a portion of Lot 1A of the Layout Plan, as identified on the sketch as well as access to and use of the associated asphalt apron and parking area, under the terms set forth above and more particularly set forth in the lease attached hereto.

NOW THEREFORE, BE IT ORDAINED by the City Council in legal session convened as follows:

(1) That after due proceedings and advertisement, the said City does lease that property shown and described on the attached sketch, being a portion of that 11,737 square foot area, more fully shown and depicted as Lot 1A on the Airport Layout Plan of April 27, 2001, together access to associated asphalt apron and parking area, to Med-Trans Corporation, for the term of five (5) years, with a monthly rental of One Thousand Five Hundred and no/100 (\$1,500.00) Dollars.

(2) That notice of this proposed ordinance be published three (3) times in fifteen (15) days, one (1) week apart, in the Natchitoches Times, the legal journal for the City, and that ordinance be posted in the City Hall.

(3) That any opposition to this ordinance shall be made in writing, filed with the Clerk for the City of Natchitoches within fifteen (15) days after the first publication of this ordinance, and that a public hearing be held after the advertisements have been completed.

(4) That the Mayor, Lee Posey, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute a lease in favor of Med-Trans Corporation, leasing that property shown and described on the attached sketch, being a portion of Lot 1A on the Airport Layout Plan of April 27, 2001, together with access to the associated asphalt apron and parking area, for the term of five (5) years, with the monthly rental of One Thousand Five Hundred and no/100 (\$1,500.00) Dollars.

(5) That the City Clerk be authorized to advertise this proposed lease in accordance with law, i.e., three times in fifteen days, one week apart and to report to the City Council if any opposition is made in writing prior to the time of final adoption.

(6) That the City takes cognizance of the fact that the property described above is not needed for public purposes by the City.

THIS ORDINANCE was introduced on this the 12th day of August, 2013.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

LEASE AGREEMENT

BE IT KNOWN that this agreement is made and entered into on this the _____ day of, 2013, before the undersigned Notaries Public and subscribing witnesses, by and between:

THE CITY OF NATCHITOCHES, LOUISIANA, a Municipal Corporation, with mailing address of P. O. Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Lee Posey, Mayor, pursuant to an Ordinance No. 036, of 2013 adopted by the City Council of the City of Natchitoches on the _____ day of _____, 2013, the City of Natchitoches hereinafter referred to as the "**LESSOR**",

AND

MED-TRANS CORPORATION, a North Dakota company, a corporation established under the laws of the State of North Dakota, with mailing address for tax purposes of 209 SH 121 Bypass, Suite 21, Lewisville, Texas 75067, represented herein by Robert Hamilton, its Chief Operations Officer, hereinafter referred to as the "**LESSEE**",

who declared as follows, to-wit:

1.

That for and in consideration of the rents, covenants, and agreements herein set out, to be faithfully paid, kept and performed by the Lessee, Lessor hereby leases and lets to said lessee the following, to-wit:

A portion of Lot 1A of the Natchitoches Regional Airport, which contains 11,737 square feet, more or less, and as more particularly described and shown as Lot 1A on the Airport Layout Plan of April 27, 2001, prepared by Alliance Incorporated, which said portion of Lot 1A is described as the office area situated on the southern side of the Hanger located on Lot 1A and the southern end of the open hanger area, being a 36 foot by 82.5 foot area, all of which is more fully shown and depicted in "yellow" on the attached sketch of the hanger located on Lot 1A, together with access to and right to cross all asphalt surfaced open space and adjoining parking areas situated and located on Lot 1A and extending to any public right-of-way adjoining the Natchitoches Regional Airport.

It is understood and agreed that the office area subject to the lease includes a 27 foot by 24 foot reception area, an 11 foot by 11 foot office, a 10 foot by 9 foot office and restrooms. It is further understood that the hanger area subject to the lease includes a 36 foot by 82.5 foot area on the southern end of the larger hanger. Except as otherwise set forth herein, the lease does not include the office space located on the eastern side of the hanger, or the northern 64 feet of the larger hanger area (Non Lease Hanger Area).

It is further understood and agreed that the lease is subject to a right of passage in common with Lessee reserved in favor of the Lessor to allow access from the hanger doors to the Non Leased Hanger Area and to further allow access from the simulator room (located in the office space on the eastern side of the hanger and identified on the attached sketch) to the Non Leased Hanger Area.

That portion of Lot 1A not described above shall remain in the possession of the Lessor and may be used by the Lessor or leased by Lessor to a third party.

2.

In consideration for the use of said tract and the privileges incidental thereto, Lessee agrees to pay Lessor the sum of One Thousand Five Hundred and 00/100 (\$1,500.00) Dollars per month payable in advance each month with the first payment being paid herewith, receipt of which is acknowledged. Successive monthly rental payments shall be due on the first day of each month throughout the term of this lease. Rent for any partial month shall be prorated.

The Lessee shall have the option to extend the lease for one additional five year term. In order to exercise the option to extend the lease, the Lessee shall notify the Lessor of its intention to do so at least thirty days prior to the end of the initial term.

In the event that the Lessee should exercise its option to extend the lease for an additional five year term, the rental under this lease shall be adjusted to reflect the changes in the purchasing power of the dollar, whether upward or downward, as follows:

The base for the purpose of rental adjustment shall be the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for the 1st of January 2013. The difference between the Index figure for January 1, 2013, and the figure published for that January immediately preceding the option renewal term hereunder shall be determined and computed as a percentage of change. This percentage of the base rent shall be added to the annual base rent, or subtracted from it if the change be downward, and the sum shall constitute the annual rent for the renewal term.

If any change is made by the United States Government in the formulation or method under which the Consumer Price Index is computed, then the parties agree that an appropriate adjustment in computing the rent for any renewal term shall be made by the

parties, and if they are unable to agree on such adjustment, then said adjustment shall be submitted to arbitration under the rules of the American Arbitration Association.

All payments are to be made to the order of the City of Natchitoches, at the City Hall.

3.

The initial term of this lease shall be for a five year period, from August 1, 2013, through July 31, 2018.

4.

Lessee may not assign the lease, or sub-let the lease, or transfer same in any manner, without the prior consent of the City Council, with the advice and consent of the Natchitoches Regional Airport Advisory Commission, and shall not be assigned or sub-let for any purpose other than aviation related purposes. Notwithstanding the foregoing, no such consent shall be required in connection with an assignment or sublease to an entity controlled by, under common control with, or controlling Lessee, or in connection with a merger or sale of all or substantially all of the assets of Lessee; provided, however, that in any such instance, such assignee or sublessee shall be subject to all of the terms and conditions of this Lease. Lessee agrees to give Lessor prompt written notice of any assignment or sublease occurring pursuant to the forgoing sentence.

5.

It is understood and agreed that the leased premises are a part of the Natchitoches Regional Airport and nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (A) of the Civil Aeronautics Act of 1958. It is understood and agreed that Lessee shall have the privilege of use of runways, taxi strips and parking space without additional charges.

The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions that would limit the usefulness of the Airport or constitute a hazard to aircraft.

6.

The premises shall be used by Lessee only for the purpose of aeronautics, storage, rental, training, maintenance and servicing of aircraft and equipment owned by Lessee, Sub-Lessees or their respective subsidiary and affiliated companies, and for related ancillary purposes such as offices and training, and for no other purpose.

7.

Lessee shall have the privilege to make improvements to the hanger and office space located upon said premises or plot of ground for its private use, as stated herein. It is provided, however, that plans and specifications for the improvements to the hangar or office space should be submitted to the City for approval prior to commencing construction, which approval shall not be unreasonable withheld or delayed. Any addition or improvement must be permitted in accordance with the City Code, and such additions or improvements must be completed by a certified contractor. It is understood that the Lessee shall abide by the Sanitary Code of the City of Natchitoches, and any other codes proscribed by the City. To the extent not already located at the Premises, Lessee shall have the right and privilege of installing electricity, water, gas and telephone at its cost. It is expressly agreed between the parties that any improvements to the building or other structures made by the Lessee shall become the property of the Lessor at the expiration of this lease, or extension thereof.

8.

Lessee shall pay all costs of electric current, water and all fuel used at and upon the said above described premises, and shall be responsible for the maintenance of the yard and the interior of the premises, ordinary wear and tear and damage by fire or other casualty or taking by eminent domain or condemnation excepted. Lessor shall be responsible for all structural maintenance and maintenance upon the exterior of the building located upon the premises. Lessee shall be responsible for maintenance of building systems, but the Lessor shall be responsible for any repairs to building systems that result in charges in excess of \$300.00. If the premises are not currently separately metered, the Parties agree to work together to separately meter such utilities or, at such

time that another tenant occupies any other portion of the building in which the premises are located, the parties agree that Lessee shall only be responsible for its proportionate cost of such utilities and maintenance, as reasonably determined by Lessor and Lessee.

9.

The Lessee shall not store or sell gasoline or aviation fuel on the leased premises.

10.

In the event that the Lessee desires to wash any aircraft using any liquid other than water, then the Lessee shall use the designated airport wash rack to wash aircraft in accordance with the requirements of the Department of Environmental Quality. All used fuels and oils shall be collected and stored or disposed of in accordance with state and federal regulations.

11.

As a part of the consideration for this lease, and subject to Section 8, above, Lessee covenants and agrees to maintain those portions of all buildings subject to this lease in a good and safe condition and as neat and clean as practicable, and no noxious activities shall be conducted on the premises.

Lessee shall be responsible for minor repairs. Minor repair shall be any repair that may be completed for less than \$300.00. Lessor shall be responsible for other repairs.

Lessee shall at all times insure that the ramp is clean from FOD, and shall further keep the ramp clear of all equipment and vehicles unless their presence is necessary to complete a task.

Lessor, its agents and assigns, shall have the right to enter the leased premises at any reasonable time throughout the term of this lease for any reasonable purpose, including inspection of the general condition and state of repair of the leased premises. In performing such inspections, Lessor shall attempt to minimize disruption of Lessee's activities and shall give Lessee reasonable notice where practical.

12.

Lessee agrees to observe and obey during the term of this lease all applicable laws, ordinances, rules and regulations promulgated and enforced by any proper authority having jurisdiction over the conduct and operation of the Airport and aircraft using it.

13.

This lease cannot be modified or changed except upon written agreement of the parties hereto.

14.

This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. This lease is further subject to the approval and any requirements imposed by the FAA or any other governmental agency having jurisdiction over the Natchitoches Regional Airport, and shall be subordinate thereto.

15.

During the time of war or National emergency, the Lessor shall have the right to lease any part hereof to the United States Government for Military or Naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

16.

If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants or conditions for a period of thirty (30) days after written notices to cease such violations, Lessor may at once, if it so elects, terminate this lease and take possession of the premises, in accordance with applicable law.

17.

Lessee hereby covenants and agrees to have or obtain, and maintain in force, a policy or policies of insurance reasonably satisfactory to Lessor sufficient in form to

protect Lessor and the public against damages and liability arising from the operations of lessee in an amount of \$500,000 for each person, and \$1,000,000 for each incident against bodily injury liability, and the sum of \$200,000 for each accident resulting in damage to property. This paragraph shall apply separately to each Lessee.

18.

In the event that Lessor, in the development of its regional airport, should require the leased premises for other purposes, Lessor shall have the right and obligation to provide other suitable premises for Lessee; provided, however, Lessor shall pay to Lessee all costs of removal to the new location or locations, either by constructing similar facilities at the new location or by paying the cost of moving and re-erecting the hangar and other facilities of Lessee, such costs to include the full replacement cost of those items which cannot be economically moved. Lessor shall provide at least sixty (60) days notice in such instances.

19.

The parties hereto further agree that the Lessee shall have access to and use of the Classroom (being that 26 foot by 19 foot area with in the office area located on the eastern side of the hanger) for the additional consideration of \$100.00 per day of use by Lessee. The Lessee shall schedule the use of the Classroom through the Airport Manager, and the Classroom shall be made available to the Lessee unless a prior use has been scheduled.

20.

Lessee, in exercising any of the rights or privileges herein granted to it, shall not, on the grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation, a copy of which is on file in the Airport Manager's office. Lessor is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct to enforce this non-discrimination covenant.

IN WITNESS WHEREOF, the City of Natchitoches, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this _____ day of 2013, at Natchitoches, Louisiana.

WITNESSES:

CITY OF NATCHITOCHES

BY: _____
Lee Posey, Mayor

NOTARY PUBLIC

Print Name _____
Notary # _____

STATE OF _____

COUNTY OF _____

IN WITNESS WHEREOF, Robert Hamilton, Chief Operations Officer of Med-Trans Corporation, a North Dakota Company, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this ____ day of _____, 2013, at _____, State of _____.

WITNESSES:

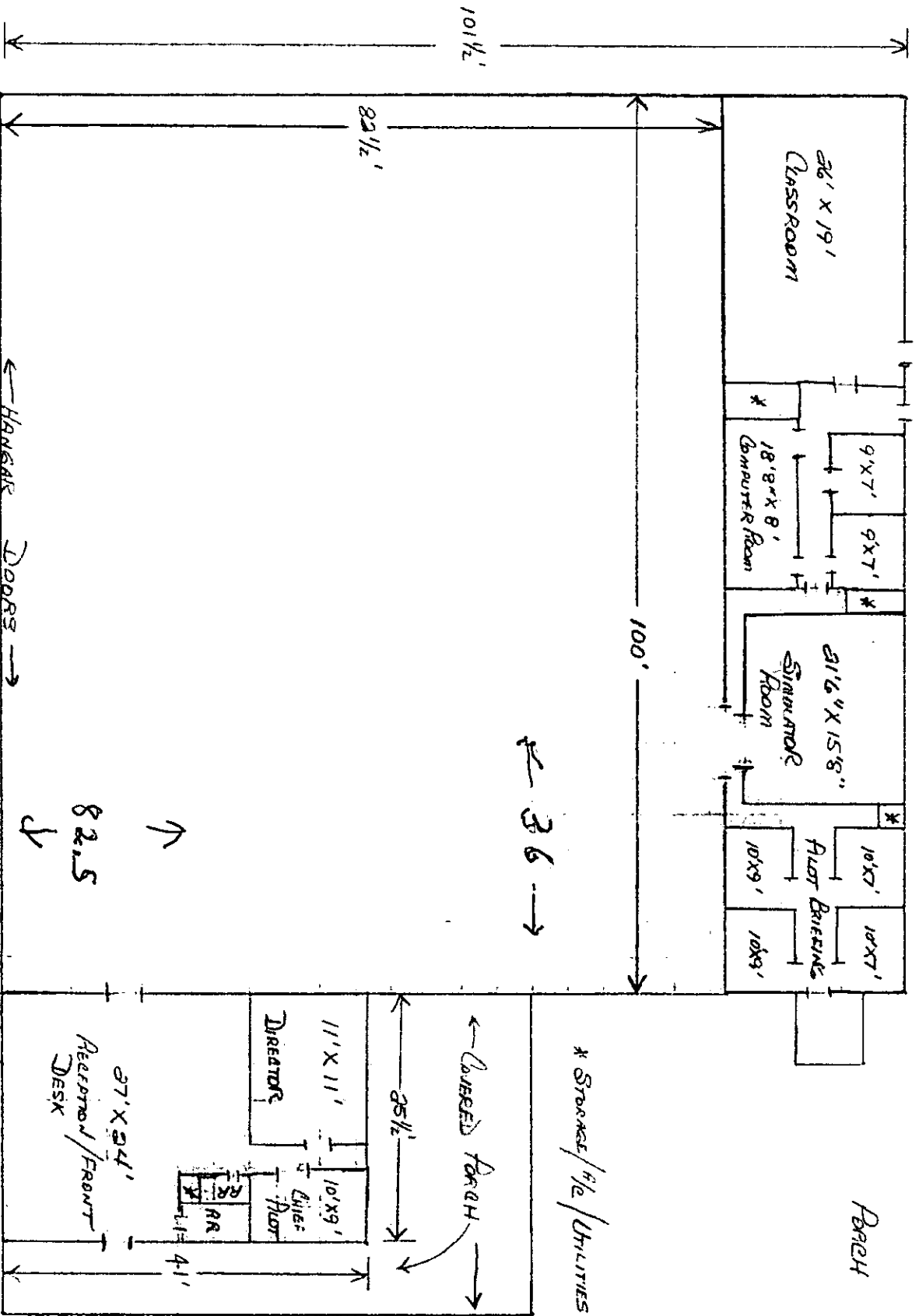
Med-Trans Corporation

BY: _____
Robert Hamilton,
Chief Operations Officer

NOTARY PUBLIC

Print Name _____
Notary # _____

NATCHITOCHEES REGIONAL AIRPORT FLIGHT SCHOOL FACILITY



SQ. FOOTAGE	
HANGAR	8,350
ADMIN OFFICES	1,045
CLASSROOMS	1,900
PORCH	11,195
	<u>1000</u>
	<u>18,195</u>

ADJACENT FRONT W/ 3 TIE DOWN LOCATIONS

ADJACENT FRONT W/ 6 TIE DOWN LOCATIONS

14' = 4'

The following Ordinance was Introduced by Mr. Payne at the Natchitoches City Council meeting held on August 12, 2013 as follows:

ORDINANCE NO. 037 OF 2013

**ORDINANCE AUTHORIZING THE MAYOR OF
THE CITY OF NATCHITOCHES TO AWARD THE BID
FOR APRON REHABILITATION AT THE NATCHITOCHES REGIONAL AIRPORT
FAA PROJECT NO. 3-22-0034-018-2013
LA DOTD PROJECT NO. H.010807**

(BID NO. 0536)

WHEREAS, Resolution No. 020 of 2013 was passed by the Natchitoches City Council on April 22, 2013 authorizing the Mayor to advertise for bids for the rehabilitation of the terminal apron at the Natchitoches Regional Airport (Bid No. 0536).

WHEREAS, this bid was advertised in the *Natchitoches Times* on June 6, June 13 and June 20, 2013 in accordance with law; and

WHEREAS, two bid proposal was received and opened on August 1, 2013 as follows:

- 1) Regional Construction, LLC
Natchitoches, Louisiana..... \$1,117,087.00
- 2) T. L. Construction, LLC
Alexandria, Louisiana..... \$1,368,336.00

WHEREAS, on August 1, 2013 the appointed committee of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman At Large; Larry Cooper, Airport Manager; reviewed the bid proposals for the Apron Rehabilitation at the Natchitoches Regional Airport (Bid No. 0536).

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the low bidder, **Regional Construction, LLC** of Natchitoches, LA in the amount of **\$1,117,087.00**.

NOW, THEREFORE, BE IT RESOLVED that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.



CITY OF NATCHITOCHES
PURCHASING DEPARTMENT

August 1, 2013

Mayor Lee Posey
City Hall
Natchitoches, LA 71457

Dear Mayor Posey,

The appointed committee of Pat Jones, Edd Lee, Larry Cooper and Don Mims, has reviewed the engineer's recommendation submitted by Mr. Mike Corkern, Professional Engineer, with Airport Development Group, Jackson, MS, on Bid # 0536, for the rehabilitation of the terminal apron at Natchitoches Regional Airport.

The committee was unanimous in its decision to award the bid to the lowest responsive bidder for Schedule I - Alternate II, to Regional Construction, LLC, Natchitoches, LA, with a bid of \$1,117,087.00. The other bid received for Schedule I was from T. L. Construction, LLC, Alexandria, LA, in the amount of \$1,368,336.00.

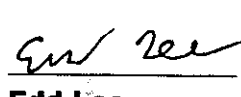
All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

We request ratification of this award at the City Council meeting on August 12, 2013.

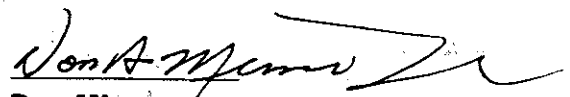
Sincerely,


Pat Jones


Director of Finance


Edd Lee

Director of Purchasing


Don Mims

Councilman At Large


Larry Cooper
Airport Manager

AIRPORT
DEVELOPMENT
GROUP INC.



IER1371ROA

July 30, 2013

Mr. Edd Lee
Director of Purchasing, City of Natchitoches
1400 Sabine Street
Natchitoches, Louisiana 71457

Subject: Natchitoches Regional Airport
AIP Project No. 3-22-0034-018-2013
LA DOTD Project No. H.010827
City of Natchitoches Bid No. 0536
Recommendation of Construction Contract Award

Dear Mr. Lee:


Bid opening was on July 19th for the above-referenced project with two bidders, Regional Construction, LLC and TL Construction, LLC. A copy of the bid tabulation is enclosed. Regional Construction, LLC (LA Certificate Of Responsibility #40486) was the low bidder of Schedule I – Alternates I, II and III. This bid is below the Engineer's estimate. The bidder is an experienced contractor and our opinion is that we received a responsive bid with fair prices.

The bid submitted by Regional Construction, LLC meets the following proposal requirements:

- < Submitted the lowest bid for Schedule I – Alternates I, II and III.
- < Submitted a Bid Bond for at least 5 percent of the total bid.
- < The Disadvantaged Business Enterprise (DBE) goal was not fully met but in addition to the contractors proposed DBE participation he also provide documentation of making a good faith effort to obtain other DBE participation.
- < Submitted an acceptable Statement of Qualifications.

Since the bidder met the proposal requirements and seems qualified to construct this project, we recommend award of AIP Project No. 3-22-0034-016-2010, Schedule I - Alternate II and to Regional Construction, LLC. We are requesting concurrence in award from FAA by copy of this letter. Award of the construction contract should be made contingent upon receipt of FAA and LA DOTD grant offers.

Sincerely,


Michael B. Corkern, Jr., P.E.
Associate Principal

Enclosures

cc: Mr. Andy Velayos, FAA (w/encl.)
Mrs. Danielle Gaylor LA DOTD/Aero. (w/encl.)

Schedule I - Alternate I
Asphalt Overlay with Concrete Hard Stands

Item No.	Description	Estimated Quantity	Unit	Engineers Estimate		Regional Construction, LLC		T.L. Construction, LLC	
				Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
P-100	Mobilization	1	L.S.	\$ 50,000.00	50,000.00	\$ 15,000.00	15,000.00	\$ 50,000.00	50,000.00
P-101a	Saw Cutting	1,800	L.F.	7.50	13,500.00	5.00	9,000.00	10.00	18,000.00
P-101b	Asphalt Pavement Removal	4,575	S.Y.	15.00	68,625.00	4.00	18,300.00	5.00	22,875.00
P-101c	Concrete Removal	250	S.Y.	25.00	6,250.00	10.00	2,500.00	8.50	2,125.00
P-101d	Haul Road	1	L.S.	12,500.00	12,500.00	18,000.00	18,000.00	10,000.00	10,000.00
P-152a	Embankment	300	C.Y.	15.00	4,500.00	20.00	6,000.00	20.00	6,000.00
P-152b	Paving Fabric	18,500	S.Y.	3.00	55,500.00	1.00	18,500.00	1.50	27,750.00
P-155	12" Lime Treated Subgrade @ 6%	4,825	S.Y.	8.00	38,600.00	12.00	57,900.00	12.50	60,312.50
P-156a	Silt Fence	1,000	L.F.	5.00	5,000.00	4.00	4,000.00	2.00	2,000.00
P-156b	Hay Bales	12	EA	10.00	120.00	50.00	600.00	25.00	300.00
P-209a	Base Course (6")	3,025	S.Y.	15.00	45,375.00	19.00	57,475.00	24.00	72,600.00
P-209b	Base Course (12")	1,800	S.Y.	30.00	54,000.00	38.00	68,400.00	44.00	79,200.00
P-401a	Bituminous Surface Course Overlay (4")	3,550	Ton	150.00	532,500.00	130.00	461,500.00	130.00	461,500.00
P-501a	7.5" PCC (Non-Reinforced)	2,150	S.Y.	60.00	129,000.00	55.60	119,540.00	75.00	161,250.00
P-602	Bituminous Prime Coat	4,750	Gal	2.50	11,900.00	4.00	19,040.00	6.00	28,560.00
P-610	10' Sidewalk	75	S.Y.	40.00	3,000.00	50.00	3,750.00	65.00	4,875.00
P-620a	Apron Marking - ReflectORIZED (Yellow)	1,135	S.F.	1.50	1,702.50	6.00	6,810.00	11.50	13,052.50
P-627	Coal Tar Rejuvenator	18,500	S.Y.	1.00	18,500.00	3.00	55,500.00	2.00	37,000.00
P-635	Aircraft Tiedowns	61	EA	300.00	18,300.00	250.00	15,250.00	125.00	7,625.00
D-701a	11" x 18" RCP Arch Pipe	36	L.F.	145.00	5,220.00	60.00	2,160.00	71.00	2,556.00
D-701b	Trench Drain	75	L.F.	100.00	7,500.00	250.00	18,750.00	150.00	11,250.00
D-752	Flared End Section	1	EA	1,500.00	1,500.00	1,800.00	1,800.00	2,500.00	2,500.00
T-901	Seeding	0.5	Acre	3,500.00	1,750.00	1,000.00	500.00	1,000.00	500.00
T-904	Sodding	15,650	S.F.	1.00	15,650.00	1.00	15,650.00	0.50	7,825.00
Total:				\$	1,097,492.50	\$	993,425.00	\$	1,088,406.00

Schedule I - Alternate II
Asphalt and Concrete Overlay

Item No.	Description	Estimated Quantity	Unit	Engineers Estimate		Regional Construction, LLC		T.L. Construction, LLC	
				Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
P-100	Mobilization	1	L.S.	\$ 50,000.00	50,000.00	\$ 15,000.00	15,000.00	\$ 50,000.00	50,000.00
P-101a	Saw Cutting	425	L.F.	7.50	3,187.50	5.00	2,125.00	12.00	5,100.00
P-101b	Asphalt Pavement Removal	2,800	S.Y.	15.00	42,000.00	4.00	11,200.00	6.00	16,800.00
P-101c	Concrete Removal	250	S.Y.	25.00	6,250.00	10.00	2,500.00	8.50	2,125.00
P-101d	Haul Road	1	L.S.	12,500.00	12,500.00	18,000.00	18,000.00	10,000.00	10,000.00
P-152a	Embankment	300	C.Y.	15.00	4,500.00	20.00	6,000.00	20.00	6,000.00
P-152b	Paving Fabric	19,250	S.Y.	3.00	57,750.00	1.00	19,250.00	1.50	28,875.00
P-155	12" Lime Treated Subgrade @ 6%	3,600	S.Y.	8.00	28,800.00	12.00	43,200.00	12.50	45,000.00
P-156a	Silt Fence	1,000	L.F.	5.00	5,000.00	4.00	4,000.00	2.00	2,000.00
P-156b	Hay Bales	12	EA	10.00	120.00	50.00	600.00	25.00	300.00
P-209a	Base Course (6")	2,300	S.Y.	15.00	34,500.00	19.00	43,700.00	24.00	55,200.00
P-209b	Base Course (12")	1,300	S.Y.	30.00	39,000.00	38.00	49,400.00	44.00	57,200.00
P-401a	Bituminous Surface Course Overlay (4")	2,410	Ton	150.00	361,500.00	130.00	313,300.00	130.00	313,300.00
P-501a	7.5" PCC (Non-Reinforced)	7,770	S.Y.	60.00	466,200.00	55.60	432,012.00	80.00	621,600.00
P-501b	7.5" PCC (Reinforced)	600	S.Y.	75.00	45,000.00	68.20	40,920.00	90.00	54,000.00
P-602	Bituminous Prime Coat	3,250	Gal	2.50	8,125.00	4.00	13,000.00	6.00	19,500.00
P-610	10' Sidewalk	75	S.Y.	40.00	3,000.00	50.00	3,750.00	65.00	4,875.00
P-620a	Apron Marking - ReflectORIZED (Yellow)	1,315	S.F.	1.50	1,972.50	6.00	7,890.00	11.50	15,122.50
P-620b	Apron Marking - Non-ReflectORIZED (Black)	605	S.F.	1.00	605.00	6.00	3,630.00	11.50	6,957.50
P-627	Coal Tar Rejuvenator	10,760	S.Y.	1.00	10,760.00	3.00	32,280.00	2.00	21,520.00
P-635	Aircraft Tiedowns	66	EA	300.00	19,800.00	250.00	16,500.00	125.00	8,250.00
D-701a	11" x 18" RCP Arch Pipe	36	L.F.	145.00	5,220.00	60.00	2,160.00	71.00	2,556.00
D-701b	Trench Drain	75	L.F.	100.00	7,500.00	250.00	18,750.00	150.00	11,250.00
D-752	Flared End Section	1	EA	1,500.00	1,500.00	1,800.00	1,800.00	2,500.00	2,500.00
T-901	Seeding	0.5	Acre	3,500.00	1,750.00	1,000.00	500.00	1,000.00	500.00
T-904	Sodding	15,650	S.F.	1.00	15,650.00	1.00	15,650.00	0.50	7,825.00
Total:				\$	1,232,180.00	\$	1,117,087.00	\$	1,344,334.00

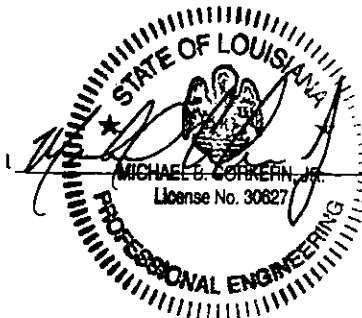
Natchitoches Regional Airport
Natchitoches, Louisiana
AIP Project Number 3-28-0003-009-2012
Bid Tabulation

Schedule I - Alternate III
Concrete Overlay

Item No.	Description	Estimated Quantity	Unit	Engineers Estimate		Regional Construction, LLC		T.L. Construction, LLC	
				Unit Price	Cost	Unit Price	Cost	Unit Price	Cost
P-100	Mobilization	1	L.S.	\$ 50,000.00	50,000.00	\$ 15,000.00	15,000.00		
P-101a	Saw Cutting	425	L.F.	7.50	3,187.50	5.00	2,125.00		
P-101b	Asphalt Pavement Removal	3,600	S.Y.	15.00	54,000.00	4.00	14,400.00		
P-101c	Concrete Removal	250	S.Y.	25.00	6,250.00	10.00	2,500.00		
P-101d	Haul Road	1	L.S.	12,500.00	12,500.00	18,000.00	18,000.00		
P-152a	Embankment	300	C.Y.	15.00	4,500.00	20.00	6,000.00		
P-152b	Paving Fabric	19,250	S.Y.	3.00	57,750.00	1.00	19,250.00		
P-155	12" Lime Treated Subgrade @ 6%	3,600	S.Y.	8.00	28,800.00	12.00	43,200.00		
P-156a	Stk Fence	1,000	L.F.	5.00	5,000.00	4.00	4,000.00		
P-156b	Hay Bales	12	EA	10.00	120.00	50.00	600.00		
P-209b	Base Course (12")	3,600	S.Y.	30.00	108,000.00	19.00	68,400.00		
P-501a	7.5" PCC (Non-Reinforced)	18,650	S.Y.	60.00	1,119,000.00	55.60	1,036,940.00		
P-501b	7.5" PCC (Reinforced)	600	S.Y.	75.00	45,000.00	65.00	39,600.00		
P-610	10' Sidewalk	75	S.Y.	40.00	3,000.00	50.00	3,750.00		
P-620a	Apron Marking - Reflectorized (Yellow)	1,315	S.F.	1.50	1,972.50	6.00	7,890.00		
P-620b	Apron Marking - Non-Reflectorized (Black)	1,715	S.F.	1.00	1,715.00	6.00	10,290.00		
P-635	Aircraft Tie-downs	66	EA	300.00	19,800.00	250.00	16,500.00		
D-701a	11" x 18" RCP Arch Pipe	36	L.F.	145.00	5,220.00	60.00	2,160.00		
D-701b	Trench Drain	75	L.F.	100.00	7,500.00	250.00	18,750.00		
D-752	Flared End Section	1	EA	1,500.00	1,500.00	1,800.00	1,800.00		
T-901	Seeding	0.5	Acre	3,500.00	1,750.00	1,000.00	500.00		
T-904	Sodding	15,650	S.F.	1.00	15,650.00	1.00	15,650.00		
Total:				\$	1,552,215.00	\$	1,347,305.00	\$	-

Mathematical Error of \$500.

No Bid



hereby certify that the above bids were received by the City of Natchitoches and opened July 20, 2013 at 4:00 pm and that the above tabulation is a true and accurate accounting of the Bid Proposals.

The following Ordinance was Introduced by Mr. Mims and Seconded by Ms. Morrow as follows, to-wit:

ORDINANCE NO. 032 OF 2013

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO ENTER INTO A CORRECTED COOPERATIVE ENDEAVOR AGREEMENT WITH THE CORRECTIONS CORPORATION OF AMERICA WHEREBY THE CITY OF NATCHITOCHES AND THE CORRECTIONS CORPORATION OF AMERICA WILL COOPERATE AND PARTICIPATE IN A PROGRAM WHEREIN THE CORRECTIONS CORPORATION OF AMERICA WILL PROVIDE LABOR TO PRODUCE HANGING BASKETS AND OTHER FLORAL DISPLAYS FOR THE CITY OF NATCHITOCHES AND THE CITY OF NATCHITOCHES WILL REIMBURSE START UP COSTS, PROVIDE PLANTS AND PROVIDE INSTRUCTION TO INMATES.

WHEREAS, the City of Natchitoches, Louisiana, (sometimes hereinafter referred to as "City") desires to reduce the cost associated with the hanging basket displays and other floral arrangements in the City of Natchitoches; and

WHEREAS FURTHER, the Corrections Corporation of America (sometimes hereinafter referred to as "CCA") desires to offer a training program in the preparation of hanging baskets and other floral arrangements to inmates at the Winn Correctional Facility, (sometimes hereinafter referred to as "facility"); and

WHEREAS FURTHER, the City and CCA have entered into Cooperative Agreements in the past with good results for both parties; and

WHEREAS FURTHER, CCA has agreed to provide the labor for the production of hanging baskets and other floral displays for display in the City and the City has agreed to provide training to inmates at the facility and to reimburse start up costs and costs of plants; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the arrangement with CCA will help lower the cost associated with hanging baskets and other floral displays and would thus be beneficial to the welfare of the citizens of the City and Parish of Natchitoches, Louisiana; and

WHEREAS FURTHER, under the general law and the Home Rule Charter of the City of Natchitoches, the City has the right, power, and authority to promote, protect, and preserve the general welfare, safety, health, peace and good order of the City and specifically has the right to enter into cooperative agreements; and

WHEREAS FURTHER, the City Council of the City of Natchitoches desires to enter into a Cooperative Endeavor Agreement with the CCA for the preparation of hanging baskets and other floral arrangements for the City under the terms and conditions set forth in the attached Cooperative Endeavor Agreement; and

WHEREAS FURTHER, the City Council of the City of Natchitoches did approve a Cooperative Endeavor Agreement with the CCA by Ordinance Number 22 of 2013; and

WHEREAS FURTHER, subsequent to the approval of the Cooperative Endeavor Agreement, CCA made additional changes to the Cooperative Endeavor Agreement; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the proposed changes to the Cooperative Endeavor Agreement and has approved same; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Lee Posey is hereby authorized to execute the corrected Cooperative Endeavor Agreement with the Corrections Corporation of America for the preparation of hanging baskets and other floral arrangements for the City.

BE IT FURTHER ORDAINED that the terms of the Cooperative Endeavor Agreement, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

THIS ORDINANCE was introduced on July 22, 2013 and published in the *Natchitoches Times* on July 27, 2013.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Stamey, Morrow, Payne, Nielsen, Mims
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 12th day of August, 2013.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 13th day of August, 2013 at 10:00 A.M.

407006
CONTRACT

**AGREEMENT
BETWEEN
THE CITY OF NATCHITOCHES
AND
CCA OF TENNESSEE, LLC
WINN CORRECTIONAL CENTER
A UNIT OF THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS
STATE OF LOUISIANA**

This Agreement is made by and between **THE CITY OF NATCHITOCHES, LOUISIANA**, a municipal corporation, hereinafter referred to as "**CITY**" with address of Post Office Box 37, Natchitoches, Louisiana 71457, represented herein by Lee Posey, Mayor, duly authorized to execute this Agreement by Ordinance No. 032 of 2013, *a certified copy* of which is attached hereto and made a part hereof, and **CCA OF TENNESSEE, LLC, WINN CORRECTIONAL CENTER, A UNIT OF THE DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONS, STATE OF LOUISIANA**, hereinafter referred to as "**CCA**" or "**Contractor**", represented herein by its duly authorized undersigned officers and/or agents,

BOTH OF WHOM DECLARED AS FOLLOWS:

I. PURPOSE:

This Agreement is entered into for the express purpose of establishing a work assignment of inmates to work for the CITY to assist in the labor needed for the production of hanging baskets and other floral displays for the CITY. CCA will not perform any work that would be covered by any previous contract with an outside organization or union. Said work is to be done by CCA, as funds are available.

II. AUTHORITY:

Louisiana R.S. 15:832.

III. AGREEMENT:

It is understood that the inmate labor provided by CCA are not employees of the City of Natchitoches. It is also understood that the inmate labor provided herein is not authorized to work on or perform any duties which are under the duties of the employees/maintenance workers of the City of Natchitoches. Further, a request shall not be made for such inmate labor unless it has been certified, in writing, that there is no free worker displaced because of inmate labor used. Inmates placed under this program are not Federal employees for the purpose of law administered by the Officer of Personnel Management and do not have title to any Federal, State, or Parish benefits such as insurance, retirement or leave.

IV. TERMS:

The terms of this agreement shall be specifically related to labor for the production of hanging baskets and other floral displays for the CITY. In the event of an emergency situation involving the security of the correctional facility, the Department of Public Safety and Corrections/CCA may immediately suspend the terms of this agreement during the existence of the emergency without prior notice to the City of Natchitoches. The Mayor of the City of Natchitoches shall be informed of such suspension as soon as is practicable. This agreement shall commence on July 1, 2013 and will terminate on June 30, 2014. This agreement may be renewed for additional one (1) year terms each year thereafter upon both parties providing written intentions to renew at least thirty (30) days prior to July 1 of each year. The Agreement may be terminated by mutual agreement of both parties, CCA and the CITY, in writing and with authoritative signatures of both parties, and as otherwise set forth in Subsection C.7 below.

As a cooperative effort between the Department of Public Safety and Corrections, CCA Winn Correctional Center, and the CITY of Natchitoches for the purpose of achieving benefit for the parties and the State of Louisiana, the following agreements are made.

A. The City of Natchitoches agrees to:

1. Assign fully qualified and experienced employees to provide the technical directions for CCA work supervisor on all programs undertaken within the terms of this agreement.
2. Advise its personnel that they shall not mail or deliver letters for inmates, barter, gamble, or furnish money, alcohol, drugs or tangible goods to any inmate or CCA employee, nor furnish any other items or substance prohibited by CCA.
3. Provide all essential tools, equipment, safety equipment and/or specialty protective clothing, training and material to conduct the project work to be performed by the inmates except when agreed upon in advance that CCA will furnish all or port of the tools, equipment and materials for specified projects.
4. Provide training to inmates at the facilities for the production of hanging baskets and growing of plants for display in the City.
5. Provide all plants, planting materials, containers and start-up costs for production of plant growth and arrangements.
6. The City of Natchitoches is responsible for the pickup and distribution of finished baskets.

B. CCA Winn Correction Center agrees to:

1. Provide all labor associated with growing, maintaining and production of plants as part of the training program under the direction of the City of Natchitoches Horticulturist of the staff of CCA.
2. Furnish inmates assigned to the horticulture class appropriate instruction and promoting growth of plants.
3. In connection with the performance of work under this agreement, not to discriminate against any inmate because of age, sex, race, religion, color or national origin.

4. Meet the compliance requirements of Executive Order 11755.
5. Submit periodic billing for all reimbursable expenses to the City of Natchitoches, Attention: Finance Director, Post Office Box 37, Natchitoches, Louisiana 71458-0037.

C. It is mutually agreed:

1. Work to be performed will be based on the needs of the City of Natchitoches and shall be agreed upon by both parties in the annual work and financial plan prepared prior to July 1, 2013 through June 30, 2014 and then annually prior to July for each coming year.
2. That nothing in this agreement shall be construed as obligating the City of Natchitoches to expend, or as involving the City of Natchitoches in any appropriations authorized by law and any appropriations authorized by law and administratively made available for this work.
3. That no employee or elected official of the City of Natchitoches shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall be construed to extend to this agreement if made with a corporation for its general benefit.
4. The City of Natchitoches personnel shall submit progress reports on the inmate under their technical administration upon request by CCA. The CITY shall not be liable for the misconduct, unauthorized absence of inmates, sickness, accidents or death of individuals engaged in any activity conducted under this agreement, unless caused by the negligence of the CITY, its employees or agents.
5. Both parties agree and understand that should an assignment inmate trainee opt for "Double Good Time" as provided by L.A.R.S. 15:571.14, that in effect results in diminution of sentence, said wages earned by affected trainee will be deposited in the Inmate Welfare Fund for the betterment of all trainees assigned to CCA Winn Correctional Center.
6. In accordance with Department Regulation No. C-01-022 "Sexual Assault and Sexual Misconduct", the Contractor agrees to report allegations of sexual misconduct, respond to investigation inquiries and participate in training as directed by the Department of Public Safety and Corrections. Included in the regulation are the SEXUAL ASSAULT AND SEXUAL MISCONDUCT WITH INMATES Acknowledgement form and the Louisiana Criminal Code: La. R.S. 14: 134 Malfeasance in Office Form, both to be signed by the Contractor and made a part of the contract. Should the regulation be modified or amended, the Contractor will be notified and shall comply with the regulation as modified or amended.

Contractor grants to the State of Louisiana, through the Office of the Legislative Auditor, Office of the Governor, Division of Administration, Department of Public Safety and Corrections/Corrections Services Internal Audit Division, Office of the Inspector General, Federal Government and/or other such designated body the right to inspect, review, and audit all books and records, including those of subcontractors, (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to the services rendered under this agreement, (including any and all documents, data, and other materials, in whatever form they may be kept, which support or underlie those books and records). This right extends to all books, records, and data kept by or under the control of the

407006

Contractor, including but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. The Contractor further grants full, unrestricted access to all necessary personnel and resources, and will cooperate fully during such inspections, reviews, and audits.


The Contractor agrees such inspections, reviews, and audits may be conducted during normal business hours at the business location(s) where such books, records, and data are maintained and/or stored. Those performing such inspections, reviews, and audits are granted direct access to all data pertaining and supporting services under this agreement, and have a right to use general audit software and other reporting tools against the data files and/or databases. The Contractor further grants the right to audit the Contractor's disaster recovery, and business continuance plans to ensure all books, records, and data will be sufficiently protected in the event of a prolonged outage or disaster.

Contractor is expected to comply with federal and/or state laws regarding an audit of its operation as a whole or of specific program activities. If an audit is performed within the agreement period, for any reason, a copy of the audit engagement letter and final audit report shall be sent to the Office of the Louisiana Legislative Auditor, Office of Inspector General, Department of Public Safety & Corrections/Corrections Services Internal Audit Division, and Department of Corrections Procurement and Contractual Review Division.


7. Either party may terminate this agreement at any time by providing written notice to the other party.

IN WITNESS WHEREOF, intending to be legally bound, the parties have caused their authorized representatives to execute this agreement this day the 13 th day of August, 2013:

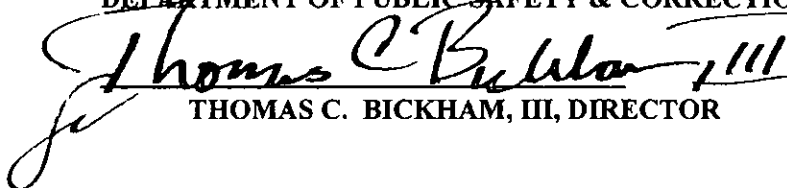
CITY OF NATCHITOCHES


LEE POSEY, MAYOR

CCA OF TENNESSEE, LLC


TIM KEITH, WARDEN

DEPARTMENT OF PUBLIC SAFETY & CORRECTIONS


THOMAS C. BICKHAM, III, DIRECTOR 9/5/13

Mayor Posey stated that he would like to ask the Council to keep Larry Cooper's family in their prayers. Larry's in-laws were in an automobile accident in Arkansas while on vacation with the grandchildren. There are some potential serious health issues and we need to keep the family in our prayers.

CERTIFICATION ON BACK

The following Ordinance was Introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to-wit:

ORDINANCE NO. 034 OF 2013

AN ORDINANCE REVOKING THE DEDICATION OF A PORTION OF EAST THIRD STREET BETWEEN THE SOUTHERN RIGHT OF WAY OF WHITFIELD DRIVE AND THE CENTERLINE OF THAT DRAINAGE DITCH RUNNING EAST AND WEST BETWEEN ST. CLAIR SUBDIVISION AND KILLARNEY SUBDIVISION TO THE CITY OF NATCHITOCHES, DECLARING THAT SAID PORTION OF STREET IS ABANDONED AND THE DEDICATION REVOKED, RETAINING AN EASEMENT ACROSS THE FORMER STREET FOR PUBLIC UTILITY PURPOSES, PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE, AND SAVINGS CLAUSE

WHEREAS, an application has been made to the City of Natchitoches by Margaret B. Pierson and Samuel W. Nelken and Selma C. Nelken, requesting the revocation of the dedication of a portion of a street known as East Third Street, but limited to that portion of East Third Street which is located South of the right of way of Whitfield Drive and bounded on the South by a drainage ditch that runs East and West along the boundary between St. Clair Subdivision and Killarney Subdivision to the City of Natchitoches and which said portion of street is bounded on the East by Lot 1 of Block 1 of Killarney Addition to the City of Natchitoches, owned by Margaret B. Pierson, and on the West by Lot 7 of Block 2 of Killarney Subdivision owned by Samuel W. Nelken and Selma C. Nelken, and

WHEREAS FURTHER, that portion of the right of way of East Third Street to be abandoned is more fully described as follows, to-wit:

From the Northeast corner of Lot 1 of Block 1 of Killarney Subdivision as shown and depicted on a survey dated August 18, 1947 and recorded at Conveyance Book 204, page 646; thence in a southerly direction along the eastern boundary of Lot 1 Block 1 of Killarney Subdivision a distance of 177.5 feet to the Southeast corner of Lot 1 of Block 1 of Killarney Subdivision; thence in an easterly direction a distance of 40 feet to the Southwest corner of Lot 7 of Block 2 of Killarney Subdivision; thence in a northerly direction, along the western boundary of Lot 7 Block 2 of Killarney Subdivision a distance of 176 feet to the Northwest corner of Lot 7 of Block 2 of Killarney Subdivision; thence in a westerly direction, along the southern right of way of Whitfield Drive, a distance of 40 feet, to the point of beginning.

WHEREAS FURTHER, the City has made an examination of the matter and has determined that this portion of East Third Street is not used by the public, has not been used by the public for many, many years, and is not needed by the public for anything other than a right-of-way for public utility purposes which may be placed in the future, and

WHEREAS FURTHER, the City Council is of the opinion that the property will not be needed for any public purposes in the foreseeable future, and

WHEREAS FURTHER, the said portion of East Third Street which will be abandoned is not paved and has no value to anyone except the adjoining property owners, and

WHEREAS FURTHER, the said portion of East Third Street above described is not being used for public access and the City Council is of the opinion that the said portion of East Third Street, above described, should be abandoned and the dedication revoked;

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, in legal session convened as follows:

SECTION I: That all of that portion of East Third Street which is located South of the right of way of Whitfield Drive and bounded on the South by a drainage ditch that runs East and West along the boundary between St. Clair Subdivision and Killarney Subdivision to the City of Natchitoches and which said portion of street is bounded on the East by Lot 1 of Block 1 of Killarney Addition to the City of Natchitoches, owned by Margaret B. Pierson, and on the West by Lot 7 of Block 2 of Killarney Subdivision owned by Samuel W. Nelken and Selma C. Nelken, is hereby declared to be abandoned and no longer needed for public purposes whatsoever, and it is further declared that said portion of East Third Street has not been used by the public and there is no necessity for its use by the public in the foreseeable future.

SECTION II: That the portion of East Third Street to be abandoned is more fully described as follows, to-wit:

From the Northeast corner of Lot 1 of Block 1 of Killarney Subdivision as shown and depicted on a survey dated August 18, 1947 and recorded at Conveyance Book 204, page 646; thence in a southerly direction along the eastern boundary of Lot 1 Block 1 of Killarney Subdivision a distance of 177.5 feet to the Southeast corner of Lot 1 of Block 1 of Killarney Subdivision; thence in an easterly direction a distance of 40 feet to the Southwest corner of Lot 7 of Block 2 of Killarney Subdivision; thence in a northerly direction, along the western boundary of Lot 7 Block 2 of Killarney Subdivision a distance of 176 feet to the Northwest corner of Lot 7 of Block 2 of Killarney Subdivision; thence in a westerly direction, along the

southern right of way of Whitfield Drive, a distance of 40 feet, to the point of beginning.

SECTION III: That portion of East Third Street above described is hereby declared to be abandoned and insofar as same may have been dedicated as a public way, said dedication is hereby declared revoked.

SECTION IV: Under the provisions of Louisiana Revised Statutes 48:701, the City Council declares that the soil embracing the former right-of-way of the above described portion of East Third Street shall, and does hereby revert to the present owners of the land contiguous thereto, in accordance with law, but subject to the following utility easement which is retained by the City.

SECTION V: It is understood that this Revocation applies only to the portion of East Third Street above described and the City specifically retains a permanent utility easement as described in the following section.

SECTION VI: The City of Natchitoches hereby retains a permanent easement over that portion of East Third Street hereinabove described, for all public utility purposes, including access to the drainage ditch that is situated at the southern end of the right of way being abandoned.

SECTION VII: That a copy of this Ordinance be recorded in the Conveyance Records of Natchitoches Parish, Louisiana.

SECTION VIII: That all other ordinances or parts of ordinances in conflict are hereby revoked.

SECTION IX: THIS ORDINANCE shall take effect after publication in accordance with law.

SECTION X: That if any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision and shall not effect the remaining portions of the Ordinance which shall remain valid and enforceable, it being the intention of the City Council that each separate provision shall be deemed independent of all other provision herein.

THIS ORDINANCE was introduced on July 22, 2013 and published in the *Natchitoches Times* on July 27, 2013.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Stamey, Morrow, Payne, Nielsen, Mims
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 12th day of August, 2013.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 13th day of August, 2013 at 10:00 A.M.

CERTIFICATE

**STATE OF LOUISIANA
PARISH OF NATCHITOCHES**

I, Stacy M. McQueary, Clerk of the City Council of the City of Natchitoches, State of Louisiana, hereby certify that the attached Ordinance is a true and exact copy of same as adopted by the Mayor and Council of the City of Natchitoches on the 12th day of August, 2013.

Given under my official signature and seal of office this 13th day of August, 2013.


Clerk of Council

CLERK OF COUNCIL
CITY OF NATCHITOCHES
PARISH OF NATCHITOCHES
LOUISIANA
I hereby certify that the attached document is a true
copy of the instrument filed in the
Clerk of Council's Office in Natchitoches, Louisiana.
Date Filed: _____
Recorded: _____
Book _____
Page _____
Notary Public for the State of Louisiana
My Comm. Expires _____
Notary Public for the State of Louisiana

Mayor Posey opened the public meeting for Ordinance No. 035 of 2013.

Mr. Nielson read Ordinance No. 35 of 2013.

Mayor Posey asked for public comments. No public comments were given for Ordinance No. 035 of 2013.

Mayor Posey stated this is a request from the State of Louisiana. The Sports Hall of Fame is currently 800 Washington Street, and in order to stop confusion as to the location of the museum, they asked that we change the name of the street.

Mr. Nielson moved that the Ordinance be adopted. Seconded by Mr. Stamey.

CERTIFICATION ON BACK

The following Ordinance was Introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to-wit:

ORDINANCE NO. 035 OF 2013

AN ORDINANCE RENAMING A PORTION OF WASHINGTON STREET, PROVIDING FOR A PUBLIC HEARING, PROVIDING FOR AN EFFECTIVE DATE OF THE ORDINANCE, PROVIDING FOR PROCEDURE IN REMARKING STREET, AND PROVIDING FOR DESIGNATION OF NAME CHANGE ON PUBLIC RECORDS

WHEREAS, Washington Street is a dedicated public right of way which runs North and South, beginning on its southern end at its intersection with the right of way of Lafayette Street; and

WHEREAS FURTHER, as the improved right of way known as Washington Street continues to the South, beyond Lafayette Street, the name changes to Front Street; and

WHEREAS FURTHER, Front Street was recently the subject of a project which included the resetting of brick pavers, and the project continued North of Front Street to include a portion of Washington Street, including that area around the water fountain and extending approximately 110 feet North of the Northwest corner of the current intersection of Lafayette Street and Washington Street; and

WHEREAS FURTHER, the State of Louisiana has recently completed and opened The Louisiana Sports Hall of Fame and Northwest Louisiana History Museum (sometimes hereinafter "Museum") at the Northwest corner of the intersection of Lafayette Street and Washington Street; and

WHEREAS FURTHER, the Museum desires to use a Front Street address for marketing purposes and in fact is currently using an address of 800 Front Street, and has requested that the City of Natchitoches rename that portion of Washington Street situated in front of the Museum to Front Street; and

WHEREAS FURTHER, that area of the street that is laid in brick pavers currently continues beyond the North end of Front Street and continues 110 feet to the North, including that portion of Washington Street that is situated and located in front of the Museum; and

WHEREAS FURTHER, the above proposed change of name for a portion of Washington Street would not have any effect on the address of any other property other than the Museum; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that it is logical and desirable to include all that portion of the right of way that is overlaid with brick pavers within Front Street and further desires to rename that portion of Washington Street from its intersection with Lafayette Street and continuing 110 feet to the North as Front Street; and

NOW THEREFORE BE IT ORDAINED as follows, to-wit:

Section A. BE IT ORDAINED by the Mayor and the City Council of the City of Natchitoches in legal session convened, that the portion of that right of way referred to as Washington Street running from its southern terminus at its intersection with Lafayette Street and continuing to the North a distance of 110 feet be re-designated and renamed Front Street.

Section B. BE IT FURTHER ORDAINED that a Public Hearing is hereby called for the regular council meeting set for the 12th day of August, 2013, to consider this name change.

Section C. BE IT FURTHER ORDAINED that after the Public Hearing, and upon adoption of this ordinance, that the City Clerk be authorized and instructed to file a copy of the Ordinance with the Clerk for Natchitoches Parish.

Section D. BE IT FURTHER ORDAINED that appropriate street signs be installed to designate the name change.

Section E. BE IT FURTHER ORDAINED that this Ordinance shall go into effect upon publication as provided by law.

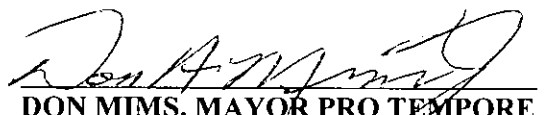
THIS ORDINANCE was introduced at a regular meeting of the City Council on the 22nd day of July, 2013 and published in the *Natchitoches Times* on July 25, 2013.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Stamey, Morrow, Payne, Nielsen, Mims
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 12th day of August, 2013.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 13th day of August, 2013 at 10:00 A.M.

CERTIFICATE

**STATE OF LOUISIANA
PARISH OF NATCHITOCHES**

I, Stacy M. McQueary, Clerk of the City Council of the City of Natchitoches, State of Louisiana, hereby certify that the attached Ordinance is a true and exact copy of same as adopted by the Mayor and Council of the City of Natchitoches on the 12th day of August, 2013.

Given under my official signature and seal of office this 13th day of August, 2013.


Clerk of Council

LOUISE BERNARD
Clerk of District Court
Parish of Natchitoches

I hereby certify that the attached document is a true
copy of the instrument filed and recorded in the
Clerk of Court's Office in Natchitoches Parish, LA.

Date Filed:

Recorded in:

Page:

Clerk's Office:

Deputy Clerk for District Court, LA

The following Resolution was introduced by Mr. Mims and Seconded by Mr. Nielsen as follows, to –wit:

RESOLUTION NO. 054 OF 2013

**A RESOLUTION APPROVING ATTORNEY
EMPLOYMENT CONTRACTS WITH THE CITY
ATTORNEY AND THE FIRST ASSISTANT CITY
ATTORNEY AND FURTHER AUTHORIZING THE
MAYOR, LEE POSEY, TO EXECUTE THE
EMPLOYMENT CONTRACTS ON BEHALF OF THE
CITY OF NATCHITOCHES**

WHEREAS, pursuant to Section 4.02 of the Charter of the City of Natchitoches, Louisiana, the Mayor of the City of Natchitoches has appointed Ronald E. Corkern, Jr. as City Attorney, and the City Council of the City of Natchitoches confirmed the appointment by Resolution No. 77 of 2004, dated June 14, 2004; and

WHEREAS FURTHER, the City Attorney, Ronald E. Corkern, Jr., named Daniel T. Murchison, Jr., as first assistant City Attorney, which said appointment was confirmed by the City Council of the City of Natchitoches by Resolution No. 77 of 2004, dated June 14, 2004; and

WHEREAS FURTHER, by Resolution No. 125, dated September 27, 2004, the City Council of the City of Natchitoches did approve the form of attorney contracts and did further authorize the Mayor to execute agreements entitled "Contract to Employ Attorney" (sometimes hereinafter referred to as "Employment Contracts"); and

WHEREAS FURTHER, the employment contracts were amended in 2007 in order to make the agreements consistent with the provisions of the City Charter of the City of Natchitoches, Louisiana; and

WHEREAS FURTHER, a recommendation has been made to update the employment contracts to provide for a new hourly rate of compensation, and the City Council of the City of Natchitoches desires to amend the employment contracts to incorporate this recommendation; and

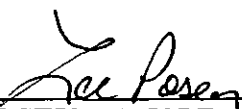
WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the employment contracts, as amended, and does approve the form of same, and does desire to authorize and direct the Mayor to execute same on behalf of the City of Natchitoches; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Natchitoches, in legal session convened, does hereby authorize, empower, and direct the Honorable Lee Posey, Mayor, to execute the two attached agreements, both of which are entitled "Contract to Employ Attorney", between the City of Natchitoches and Ronald E. Corkern, Jr., City Attorney, and Daniel T. Murchison, Jr., First Assistant City Attorney.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5
Ayes to 0 Nays on this 12th day of August, 2013.



LEE POSEY, MAYOR

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

CONTRACT TO EMPLOY ATTORNEY

BE IT KNOWN, that on this the 15th day of August, 2013, before the undersigned Notaries Public and subscribing witnesses, came and appeared:

CITY OF NATCHITOCHES, a municipal corporation, domiciled in the City and Parish of Natchitoches, Louisiana, with mailing address of P. O. Box 37, Natchitoches, Louisiana, represented herein by its duly authorized undersigned Mayor, Lee Posey, acting pursuant to Resolution No. 054 of 2013 of the City Council dated the 12th day of August, 2013, a copy of which is attached hereto and made a part hereof, (hereinafter called "CITY")

AND

Ronald E. Corkern, Jr., with mailing address of 616 Front Street, Natchitoches, Louisiana 71457, (hereinafter sometimes referred to as "attorney");

BOTH OF WHOM DECLARED AS FOLLOWS:

WHEREAS, pursuant to Section 4.02 of the Charter of the City of Natchitoches, Louisiana, the Mayor of the City of Natchitoches has the authority to appoint a City Attorney, which said appointment is to be confirmed by the City Council of the City of Natchitoches, Louisiana; and

WHEREAS FURTHER, the Mayor of the City of Natchitoches appointed Ronald E. Corkern, Jr. as City Attorney, and the City Council confirmed the appointment by Resolution No. 77 of 2004, dated June 14, 2004; and

WHEREAS FURTHER, the parties desire to amend the existing written employment arrangement that exists between the City and the City Attorney; and

WHEREAS FURTHER, the written employment contract (sometimes hereinafter referred to as "agreement") has been approved by the City Council of the City of Natchitoches as set forth in Resolution No. 054 of 2013 approving the form and terms of the employment contract, and further authorizing the Mayor of the City of Natchitoches, Lee Posey to execute the employment contract on behalf of the City of Natchitoches;

Accordingly, the parties do now agree as follows:

SECTION I: NATURE OF EMPLOYMENT

City retains and employs, pursuant to the authority conferred by it and its Mayor under Section 4.02 of the Charter of the City of Natchitoches, as well as Resolution No. 77 of 2004, Resolution No. 125 of 2004 and Resolution No. 054 of 2013, Ronald E. Corkern, Jr. to act, under the title of City Attorney, as attorney for the City and to serve as chief legal adviser to the Mayor, Council and all departments, Offices and agencies, shall represent the City in all Legal proceedings and shall perform any other duties prescribed by the Charter of the City of Natchitoches or the Code of Ordinances, to include representation of the City of Natchitoches, and its authorized officers in all matters that may be pending or that may hereafter be instituted in any Court of the State of

Louisiana, and the courts of the United States, located in the State of Louisiana, and before all administrative agencies and departments of the government brought by or against the City, during and throughout the continuance of this agreement; and to examine all abstracts of title, prepare all contracts, undertake all collections as requested, to render legal opinions, and all other legal services as the City or any of its authorized officers may request or require.

SECTION II: ACCEPTANCE OF EMPLOYMENT

Attorney accepts the employment as set forth in this agreement and promises and will render to the best of attorney's ability the services described in and during the continuance of this agreement.

SECTION III: COMPENSATION

The City agrees to pay an annual retainer for attorney's services the sum of \$11,055.20 for the term of this agreement, which begins August 1, 2013, and ends on July 31, 2014. Such compensation shall be payable on the last day of each month, pro rated by dividing the annual sum by twelve. The monthly installments of the retainer shall be applied against actual legal services performed for the City and for costs and expenses incurred with regard to legal services, but shall in no event be less than one-twelfth of the annual retainer.

It is agreed by and between the City and the attorney that the retainer paid by the City shall be applied against the legal services actually performed by the attorney, which services shall be charged at the hourly rate of \$150.00.

It is understood and agreed that situations may arise where attorney fees may be handled on a contingency basis or where attorney fees are awarded by a Court at a higher hourly rate. In the event of a contingency arrangement the parties shall execute a separate agreement. In the event that attorney fees are awarded at a higher rate the City will receive the total attorney fee awarded, and, upon receipt, shall pay the attorney the difference between the amount billed and paid, and the total attorney fees awarded.

SECTION IV: BILLING

It is understood and agreed that billing will be made to the City on a monthly basis, reflecting and itemizing all time entries, costs and expenses. The billing shall also reflect a credit for the monthly retainer.

SECTION V: OUT OF POCKET EXPENSES

City agrees to assume and pay for all out of pocket disbursements incurred by the attorney in connection with the attorney's representation. These shall include filing fees, witness fees, travel, sheriff's and marshall's fees, expenses of depositions, investigative expenses, and other incidental expenses.

SECTION VI: HEALTH INSURANCE

The City shall allow the attorney to participate in its group health insurance plan under the same terms and at the same rate that full time employees participate. Dependents of the attorney will also be allowed to participate under the same terms and at the same rate that dependents of full time employees participate. Any cost to the attorney will be deducted from the monthly retainer paid to the attorney.

The Attorney agrees that when he and/or his spouse become eligible for medicare benefits (currently age 65), medicare shall be the primary health coverage for the person that is eligible for medicare benefits and the City's Group Health Insurance shall provide the secondary coverage. The City's Group Health Insurance shall remain primary for any dependent of the Attorney. The Attorney shall make such applications and take the steps as are necessary to enroll for medicare

benefits when eligible, and to make such coverage primary.

The City's Group Health Insurance Plan will continue to be available for the attorney at separation from the City, at the plan's participation rate, if the attorney has at least twenty (20) years of continuous service as an attorney with the City, is at least fifty-five (55) years of age at separation, and keeps the premiums paid up on a thirty (30) day basis. The Attorney will participate in the City's Group Health Insurance Plan under the plan in effect at the date of separation, and as the Plan may be amended from time to time. In the event that the Attorney's spouse is younger than the Attorney, when the Attorney becomes eligible for Medicare benefits, the spouse will be eligible for COBRA coverage.

SECTION VII: EMPLOYMENT STATUS

The employment relationship created herein is contractual and the entire agreement is set forth herein. The attorney is not a full time employee as defined in the personnel policies manual of the City of Natchitoches, Louisiana.

SECTION VIII: TERM

The term of this contract shall be from August 1, 2013 through July 31, 2014, and shall automatically renew on a yearly basis until such time as the agreement may be terminated under Section IX of this agreement, or if the attorney is not reappointed and confirmed as provided under the terms of the Charter of the City of Natchitoches.

SECTION IX: TERMINATION

As stated above, this agreement shall terminate on July 31, 2013, unless automatically renewed. This agreement may also be terminated at any time, with 30 days notice by the Mayor of the City of Natchitoches to the attorney, in conformance with the Charter of the City of Natchitoches, Louisiana. The attorney may also terminate the agreement with 30 days notice to the City of Natchitoches, Louisiana.

SECTION X: GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Louisiana.

SECTION XI: ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

SECTION XII: MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

SECTION XIII: ASSIGNMENT OF RIGHTS

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

SECTION XIV: PARAGRAPH HEADINGS

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

THUS DONE AND SIGNED on the day, month, and year first hereinabove written, in the presence of the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana.

WITNESSES:

**CITY OF NATCHITOCHES,
LOUISIANA**

Stacy Moducany
Jenny Remas

By: Lee Posey
Lee Posey, Mayor

Edd R. Lee Edd R. Lee

NOTARY PUBLIC
NOTARY NO. 15749

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THUS DONE AND SIGNED on the day, month, and year first hereinabove written, in the presence of the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana.

WITNESSES:

Genevieve Smith
Trina B. Coffey

Ronald E. Corkern, Jr.
Ronald E. Corkern, Jr.

Sarah J. O'Bannon
NOTARY PUBLIC
NOTARY NO. 54533

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

CONTRACT TO EMPLOY ATTORNEY

BE IT KNOWN, that on this the 15th day of August, 2013, before me, the undersigned Notary Public and subscribing witnesses, came and appeared:

CITY OF NATCHITOCHES, a municipal corporation, domiciled in the City and Parish of Natchitoches, Louisiana, with mailing address of P. O. Box 37, Natchitoches, Louisiana, represented herein by its duly authorized undersigned Mayor, Lee Posey, acting pursuant to Resolution No. 054 of 2013 of the City Council dated the 12th day of August, 2013, a copy of which is attached hereto and made a part hereof, (hereinafter called "**CITY**")

AND

Daniel T. Murchison, Jr., with mailing address of 616 Front Street, Natchitoches, Louisiana 71457, (hereinafter sometimes referred to as "attorney");

BOTH OF WHOM DECLARED AS FOLLOWS:

WHEREAS, pursuant to Section 4.02 of the Charter of the City of Natchitoches, Louisiana, the Mayor of the City of Natchitoches has the authority to appoint a City Attorney, which said appointment is to be confirmed by the City Council of the City of Natchitoches, Louisiana; and

WHEREAS FURTHER, the Mayor of the City of Natchitoches appointed Ronald E. Corkern, Jr. as City Attorney, and the City Council confirmed the appointment by Resolution No. 77 of 2004, dated June 14, 2004; and

WHEREAS FURTHER, the City Attorney, Ronald E. Corkern, Jr., named Daniel T. Murchison, Jr., as first assistant City Attorney, which said appointment was confirmed by the City Council of the City of Natchitoches by Resolution No. 77 of 2004, dated June 14, 2004; and

WHEREAS FURTHER, the parties desire to amend the existing written employment arrangement that exists between the City and the First Assistant City Attorney; and

WHEREAS FURTHER, the written employment contract (sometimes hereinafter referred to as "agreement") has been approved by the City Council of the City of Natchitoches as set forth in Resolution No. 054 of 2013 approving the form and terms of the employment contract, and further authorizing the Mayor of the City of Natchitoches, Lee Posey to execute the employment contract on behalf of the City of Natchitoches;

Accordingly, the parties do now agree as follows:

SECTION I: NATURE OF EMPLOYMENT

City retains and employs, pursuant to the authority conferred by it and its Mayor under Section 4.02 of the Charter of the City of Natchitoches, as well as Resolution No. 77 of 2004, Resolution No. 125 of 2004 and Resolution No. 054 of 2013, Daniel T. Murchison, Jr. to act, under the title of Assistant City Attorney, as attorney for the City and to serve as legal adviser to the Mayor,

Council and all departments, Offices and agencies, shall represent the City in all Legal proceedings and shall perform any other duties prescribed by the Charter of the City of Natchitoches or the Code of Ordinances, to include representation of the City of Natchitoches, and its authorized officers in all matters that may be pending or that may hereafter be instituted in any Court of the State of Louisiana, and the courts of the United States, located in the State of Louisiana, and before all administrative agencies and departments of the government brought by or against the City, during and throughout the continuance of this agreement; and to examine all abstracts of title, prepare all contracts, undertake all collections as requested, to render legal opinions, and all other legal services as the City or any of its authorized officers may request or require.

SECTION II: ACCEPTANCE OF EMPLOYMENT

Attorney accepts the employment as set forth in this agreement and promises and will render to the best of attorney's ability the services described in and during the continuance of this agreement.

SECTION III: COMPENSATION

The City agrees to pay an annual retainer for attorney's services the sum of \$11,055.20 for the term of this agreement, which begins August 1, 2013, and ends on July 31, 2014. Such compensation shall be payable on the last day of each month, pro rated by dividing the annual sum by twelve. The monthly installments of the retainer shall be applied against actual legal services performed for the City and for costs and expenses incurred with regard to legal services, but shall in no event be less than one-twelfth of the annual retainer.

It is agreed by and between the City and the attorney that the retainer paid by the City shall be applied against the legal services actually performed by the attorney, which services shall be charged at the hourly rate of \$150.00.

It is understood and agreed that situations may arise where attorney fees may be handled on a contingency basis or where attorney fees are awarded by a Court at a higher hourly rate. In the event of a contingency arrangement the parties shall execute a separate agreement. In the event that attorney fees are awarded at a higher rate the City will receive the total attorney fee awarded, and, upon receipt, shall pay the attorney the difference between the amount billed and paid, and the total attorney fees awarded.

SECTION IV: BILLING

It is understood and agreed that billing will be made to the City on a monthly basis, reflecting and itemizing all time entries, costs and expenses. The billing shall also reflect a credit for the monthly retainer.

SECTION V: OUT OF POCKET EXPENSES

City agrees to assume and pay for all out of pocket disbursements incurred by the attorney in connection with the attorney's representation. These shall include filing fees, witness fees, travel, sheriff's and marshal's fees, expenses of depositions, investigative expenses, and other incidental expenses.

SECTION VI: HEALTH INSURANCE

The City shall allow the attorney to participate in its group health insurance plan under the same terms and at the same rate that full time employees participate. Dependents of the attorney will also be allowed to participate under the same terms and at the same rate that dependents of full time employees participate. Any cost to the attorney will be deducted from the monthly retainer paid to the attorney.

The Attorney agrees that when he and/or his spouse become eligible for medicare benefits

(currently age 65), medicare shall be the primary health coverage for the person that is eligible for medicare benefits and the City's Group Health Insurance shall provide the secondary coverage. The City's Group Health Insurance shall remain primary for any dependent of the Attorney. The Attorney shall make such applications and take the steps as are necessary to enroll for medicare benefits when eligible, and to make such coverage primary.

The City's Group Health Insurance Plan will continue to be available for the attorney at separation from the City, at the plan's participation rate, if the attorney has at least twenty (20) years of continuous service as an attorney with the City, is at least fifty-five (55) years of age at separation, and keeps the premiums paid up on a thirty (30) day basis. The Attorney will participate in the City's Group Health Insurance Plan under the plan in effect at the date of separation, and as the Plan may be amended from time to time. In the event that the Attorney's spouse is younger than the Attorney, when the Attorney becomes eligible for Medicare benefits, the spouse will be eligible for COBRA coverage.

SECTION VII: EMPLOYMENT STATUS

The employment relationship created herein is contractual and the entire agreement is set forth herein. The attorney is not a full time employee as defined in the personnel policies manual of the City of Natchitoches, Louisiana.

SECTION VIII: TERM

The term of this contract shall be from August 1, 2013 through July 31, 2014, and shall automatically renew on a yearly basis until such time as the agreement may be terminated under Section IX of this agreement, or if the attorney is not reappointed and confirmed as provided under the terms of the Charter of the City of Natchitoches.

SECTION IX: TERMINATION

As stated above, this agreement shall terminate on July 31, 2013, unless automatically renewed. This agreement may also be terminated at any time, with 30 days notice by the Mayor of the City of Natchitoches to the attorney, in conformance with the Charter of the City of Natchitoches, Louisiana. The attorney may also terminate the agreement with 30 days notice to the City of Natchitoches, Louisiana.

It is also understood and agreed that under the terms of the Charter of the City of Natchitoches, Louisiana, the Assistant City Attorney serves at the pleasure of the City Attorney, who may terminate this agreement with 30 days written notice to the Assistant City Attorney, with copies to the Mayor and the City Council of the City of Natchitoches.

SECTION X: GOVERNING LAW

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Louisiana.

SECTION XI: ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

SECTION XII: MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if in writing signed by each party or an authorized representative of each party.

SECTION XIII: ASSIGNMENT OF RIGHTS

The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

SECTION XIV: PARAGRAPH HEADINGS

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

THUS DONE AND SIGNED on the day, month, and year first hereinabove written, in the presence of the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana.

WITNESSES:

**CITY OF NATCHITOCHES,
LOUISIANA**

Sharon McCreary

By: *Lee Posey*
Lee Posey, Mayor

Jenny Pomas

Edd R. Lee

NOTARY PUBLIC
NOTARY NO. 15749

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THUS DONE AND SIGNED on the day, month, and year first hereinabove written, in the presence of the undersigned Notary Public and subscribing witnesses, at Natchitoches, Louisiana.

WITNESSES:

Jenna B. Leach

Daniel T. Murchison, Jr.
Daniel T. Murchison, Jr.

Dina B. Coffey

Sarah J. O'Connor
NOTARY PUBLIC
NOTARY NO. 54533

Ms. Morrow stated that she noticed that the contract states that the attorney shall receive \$150.00. Ms. Morrow asked if this amount was just for the First Assistant. Mayor Posey explained this amount was for both lead attorneys for the City. Mayor Posey went on to say that after checking with other municipalities, we should be more than happy with \$150.00 per hour for our attorneys.

The following Resolution was introduced by Mr. Payne and Seconded by Ms. Morrow as follows, to –wit:

RESOLUTION NO. 055 OF 2013

**A RESOLUTION DESIGNATING FRIDAY, AUGUST 30, 2013
AS AN OFFICIAL HOLIDAY FOR THE EMPLOYEES OF THE CITY
OF NATCHITOCHES FOR THE YEAR 2013**

WHEREAS, the Mayor and City Council of the City of Natchitoches appreciate the hard work of the Natchitoches City Employees; and

WHEREAS, to show appreciation for the dedicated efforts of our City Employees, the Mayor and Natchitoches City Council wish to declare, Friday, August 30, 2013 as an official City Holiday for 2013.

NOW, THEREFORE, BE IT RESOLVED, by Mayor Lee Posey, that Friday, August 30, 2013 be declared an Official Holiday for the City of Natchitoches Employees.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 12th day of August, 2013.



LEE POSEY, MAYOR

The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Payne as follows, to –wit:

RESOLUTION NO. 056 OF 2013

A RESOLUTION CALLING FOR REDEMPTION ON SEPTEMBER 19, 2013, ALL OF THE OUTSTANDING MATURITIES OF THE (I) SALES TAX BONDS, SERIES 2002, AND (II) SALES TAX REVENUE REFUNDING BONDS, SERIES 2003, OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH.

BE IT RESOLVED by the City Council of the City of Natchitoches, State of Louisiana (the "Governing Authority"), acting as the governing authority of the City of Natchitoches, State of Louisiana (the "Issuer"), that:

SECTION 1) There is hereby authorized and approved the call for redemption on September 19, 2013, of all of the Issuer's currently outstanding (i) Sales Tax Bonds, Series 2002, dated August 15, 2002 (the "Series 2002 Bonds"), consisting of \$2,085,000 principal amount of said Bonds, maturing January 1, 2014 to January 1, 2023, inclusive, to be redeemed at a price of par, plus accrued interest, plus an administrative fee and (ii) Sales Tax Revenue Refunding Bonds, Series 2003, dated September 1, 2003 (the "Series 2003 Bonds"), consisting of \$270,000 principal amount of said Bonds, maturing January 1, 2014, to be redeemed at a price of par, plus accrued interest.

SECTION 2) The Notice of Redemption for the Series 2003 Bonds attached hereto and identified as Exhibit "A" is hereby approved and the Clerk is hereby authorized to execute said Notice for, on behalf of and in the name of the Issuer, such Notice to be in substantially the form appearing as Exhibit "A" hereto with such completions and additions as are necessary to carry out the intent of this resolution.

SECTION 3) In accordance with the provisions of the ordinances of August 20, 2003, providing for the issuance of the Series 2003 Bonds, the notice shall be given by first class mail, postage prepaid, mailed at least thirty (30) days prior to the redemption date to the owners of each Series 2003 Bonds.

SECTION 4) An appropriate notice is hereby authorized to be given by means of first class mail, postage prepaid, to the owner of the Series 2002 Bonds by notice deposited in the United States mail in accordance with the provisions of the ordinance of June 24, 2002 authorizing the issuance of the Series 2002 Bonds, unless waived by the owner thereof

SECTION 5. All Series 2002 Bonds and Series 2003 Bonds thus called for redemption will cease to bear interest from and after September 19, 2013.

This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Payne, Nielsen, Mims, Stamey, Morrow

NAYS: None

ABSENT: None

And the resolution was declared adopted on this, 12th day of August, 2013.

/s/ Stacy McQueary

Clerk

/s/ Lee Posey

Mayor

SECTION 1) An appropriate notice is hereby authorized to be given by means of first class mail, postage prepaid, to the owner of the Series 2002 Bonds by notice deposited in the United States mail in accordance with the provisions of the ordinance of June 24, 2002 authorizing the issuance of the Series 2002 Bonds, unless waived by the owner thereof

SECTION 5. All Series 2002 Bonds and Series 2003 Bonds thus called for redemption will cease to bear interest from and after September 19, 2013.


This resolution having been submitted to a vote, the vote thereon was as follows:


YEAS: Payne, Nielsen, Mims, Stamey, Morrow

NAYS: None

ABSENT: None

And the resolution was declared adopted on this, 12th day of August, 2013.


Clerk


Mayor

**NOTICE OF CALL FOR REDEMPTION
CITY OF NATCHITOCHES, STATE OF LOUISIANA
SALE TAX REVENUE REFUNDING BONDS, SERIES 2003
DATED SEPTEMBER 1, 2003**

NOTICE IS HEREBY GIVEN pursuant to ordinances adopted by the City Council of the City of Natchitoches, State of Louisiana, acting as the governing authority of the City of Natchitoches, State of Louisiana (the "Issuer"), on August 20, 2003, \$270,000 aggregate principal amount of outstanding Sales Tax Revenue Refunding Bonds, Series 2003, dated September 1, 2003, consisting of the bond of said issue maturing on January 1, 2014 (the "2003 Bonds"), is hereby called for redemption on September 19, 2013, as follows:

<u>Maturity Date</u>	<u>Principal</u>	<u>Interest Rate</u>	<u>CUSIP Numbers</u>
January 1, 2014	\$270,000	4.25%	631844 CJ4

No further interest will accrue and be payable on the 2003 Bonds from and after September 19, 2013. The 2003 Bonds should not be surrendered for payment until September 19, 2003, and then at Argent Trust Company, N.A., as paying agent and registrar for the 2003 Bonds, as follows:

**By Hand, Express Mail
or Courier Service**
Argent Trust Company, N.A.
Attn: Lana Wade
500 E. Reynolds Drive
Ruston, Louisiana 71270

By Mail
Argent Trust Company, N.A.
Attn: Lana Wade
P. O. Drawer 1410
Ruston, Louisiana 71270

The Owners of the 2003 Bonds are reminded that the Federal Interest and Dividend Tax Compliance Act of 1983 requires that the paying agent, as payor, withhold 30% of the principal amount if a Taxpayer Identification Number has not been provided by the owner as payee. If the Tax Identification Number has not previously been provided to the paying agent, then the owners of the 2003 Bonds are requested to provide this information to the paying agent with a Form W-9 in order to avoid the aforesaid withholding.

The CUSIP Numbers listed above are provided for convenience of the bondholders.
The Issuer does not certify as to their correctness.

**CITY OF NATCHITOCHES,
STATE OF LOUISIANA**

By: Stacy Mochreany
Clerk

Dated: August 12, 2013

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Payne as follows, to –wit:

RESOLUTION NO. 057 OF 2013

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE
FOR BIDS FOR SCHEDULE I, SCHEDULE II AND SCHEDULE III AT THE
NATCHITOCHES REGIONAL AIRPORT
LA DOTD PROJECT NOS. H.009964, H.009966, H.010021, H.010802**

(BID NO. 0542)

WHEREAS, the City Council wishes to advertise for Public Bids for **Schedule I** relocate Runway 25 Threshold, Construct PAPI Systems for Runway 7-25, Replace Runway 7-25 Edge Lighting, Install REIL for Runway 7, Replace REIL for Runway 17, Replace Runway 17-35 and Sign Homerun Circuits, Upgrade Airfield Lighting Vault. **Schedule II** Replace ODAL System, ODAL Power and Controls. **Schedule III** Replace Runway 17-35 Edge Lights, at the Natchitoches Regional Airport (Bid No. 0542); and

WHEREAS, the electrical upgrades and installations per Schedule I, II and III will enhance the Natchitoches Regional Airport; and

WHEREAS, sealed bid proposals will be received until 11:00 A.M. September 17, 2013, and then publicly opened and read at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana 71457 for furnishing all labor, materials and equipment and performing all work necessary to Schedule I, Schedule II and Schedule III.

WHEREAS, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman; Larry Cooper, Airport Manager; are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid. This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5

Ayes to 0 Nays on this 12th day of August, 2013.



LEE POSEY, MAYOR

NOTICE TO BIDDERS

City of Natchitoches, Louisiana

Natchitoches Regional Airport

LADOTD Project Nos. H.009964, H.009966, H.010021, and H.010802

City of Natchitoches Bid No. 0542

Sealed bids subject to the conditions and provisions presented herein will be received until 11:00 am local time, September 17, 2013, and then publicly opened and read at City of Natchitoches, 1400 Sabine Street, Natchitoches, Louisiana 71457 for furnishing all labor, materials and equipment and performing all work necessary to

Schedule I

Relocate Runway 25 Threshold, Construct PAPI Systems for Runway 7-25
Replace Runway 7-25 Edge Lighting, Install REIL for Runway 7, Replace REIL for Runway 17
Replace Runway 17-35 and Sign Homerun Circuits, Upgrade Airfield Lighting Vault

Schedule II

Replace ODAL System, ODAL Power and Controls

Schedule III

Replace Runway 17-35 Edge Lights

Electronic bids can be submitted through www.bidexpress.com

Copies of the bid documents including project drawings and technical specifications are on file and may be inspected at:

Airport Development Group, Inc., 3900 Lakeland Drive, Suite 501C, Jackson, Mississippi 39232

City of Natchitoches, 1400 Sabine Street, Natchitoches, Louisiana 71457

A complete set of bid documents may be obtained from the the offices of Airport Development Group, Inc. for a nonrefundable fee of \$50.00 (paper) or \$15.00 (CD). Electronic copies of the bid documents may be obtained at no charge upon request to mcorkern@ADGairports.com.

A prebid conference for this project will be held at 10:30 am September 9, 2013 at the Natchitoches Regional Airport.

Contract Time

The owner has established a contract performance time of 45 working days from the date of the Notice-to-Proceed. All project work shall be substantially completed within the stated timeframe. This project is subject to liquidated damages as prescribed within the project manual.

Bid Security

Each proposal must be accompanied by a bid guaranty in the amount of five (5) percent of the total amount of the bid. The bid guaranty may be by certified check or bid bond made payable to City of Natchitoches.

Bonding Requirements

The successful bidder will be required to furnish separate performance and payment bonds each in the amount equal to 100% of the contract price at the time of contract execution.

Award of Contract

All proposals submitted in accordance with the instructions presented herein will be subject to evaluation. Bids may be held by the {Insert Name of Sponsor} for a period not to exceed {insert days} from the date of the bid opening for the purpose of conducting the bid evaluation.

Award of contract will be based on the lowest aggregate sum proposal submitted from those bidders that are confirmed as being responsive and responsible. The right is reserved, as the City

of Natchitoches may require, to reject any and all bids and to waive any informality in the bids received.

Additional Provisions

Modification to the project documents may only be made by written addendum by the Owner or Owner's authorized Representative.

The proposal must be made on the forms provided within the bound project manual. Bidders must supply all required information prior to the time of bid opening.

Submittal of Proposals

Additional information and instruction for submittal of a proposal are provided within the Instructions-to-Bidders. Envelopes containing bids must be sealed and addressed to:

Edd Lee, Director of Purchasing

City of Natchitoches

1400 Sabine Street

Natchitoches, LA 71457

The upper left hand corner of the sealed envelope must identify the following information:

CONTRACT PROPOSAL

Bid of (Name of Contractor)

for construction improvements at Natchitoches Regional Airport, Natchitoches, Louisiana,
LADOTD Project Nos. H.009964, H.009966, H.010021, and H.010802

City of Natchitoches Bid No. 0542

To be opened at 11:00 am, local time, September 17, 2013

Louisiana Certificate of Responsibility _____.

The following Resolution was introduced by Ms. Morrow and Seconded by Mr. Payne as follows, to –wit:

RESOLUTION NO. 058 OF 2013

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A SITE DEVELOPMENT MEMORANDUM OF AGREEMENT WITH THE NORTHWEST LOUISIANA ECONOMIC PARTNERSHIP AND THE CITY OF NATCHITOCHES

WHEREAS, the Northwest Louisiana Economic Partnership (NLEP) has served as a Regional Economic Development Organization for Northwest Louisiana for many years and is recognized by the State of Louisiana, Louisiana Economic Development (LED) as the Planning and Development District for Northwest Louisiana; and

WHEREAS, LED recognizes that a strong portfolio of development-ready sites is a critical component of the Region and State's overall economic development resource inventory. LED created the SITE DEVELOPMENT INITIATIVE as a partnership program with PROPERTY OWNERS and LOCAL ECONOMIC DEVELOPMENT ORGANIZATIONS (EDO's) for the purpose of identifying, securing and marketing development-ready sites; and

WHEREAS, NLEP serves as the conduit of funds for the LED, Site Development Initiative and will administer the LED funds provided for the City of Natchitoches' Due Diligence expenses; and

WHEREAS, Louisiana Economic Development (LED) has approved an application by the City of Natchitoches for LED's participation in the Site Certification Program on a 75% participation basis, with the City responsible for a 25% participation on all approved costs; and

WHEREAS, the City of Natchitoches desires to enter into the Site Development Memorandum of Agreement; and

NOW, THEREFORE, BE IT RESOLVED, that the Natchitoches City Council, in legal session convened, does hereby authorize the Mayor to enter into and sign a Site Development Memorandum of Agreement with the North Louisiana Economic Partnership (NLEP) which will take effect on the date of execution thereof.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5

Ayes to 0 Nays on this 12th day of August, 2013.



LEE POSEY, MAYOR

SITE DEVELOPMENT MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into between NORTH LOUISIANA ECONOMIC PARTNERSHIP (NLEP) and the owner of a defined industrial site or property referred to as **Natchitoches Industrial Park** (SUBJECT PROPERTY) in Natchitoches Parish in the State of Louisiana. The MOA is in reference to the LOUISIANA ECONOMIC DEVELOPMENT (LED) SITE DEVELOPMENT INITIATIVE and involves the SUBJECT PROPERTY. SUBJECT PROPERTY consists of **58 acres** located north of the La. Hwy. 1 Bypass in Natchitoches, LA.

LED recognizes that a strong portfolio of development-ready sites is a critical component of the Region and State's overall economic development resource inventory. LED created the SITE DEVELOPMENT INITIATIVE as a partnership program with PROPERTY OWNERS and LOCAL ECONOMIC DEVELOPMENT ORGANIZATIONS (EDO's) for the purpose of identifying, securing and marketing development-ready sites.

Participation in this program is voluntary. PROPERTY OWNER acknowledges that LED and NLEP intend to market SUBJECT PROPERTY to prospective companies that may be interested in purchasing and developing the SUBJECT PROPERTY, thus resulting in economic development activity (jobs, capital investments, creation of tax revenues, etc.) for the benefit of the Region and State. PROPERTY OWNER retains the right to market SUBJECT PROPERTY, at a price per acre specified by PROPERTY OWNER, to potential buyers not represented by LED and NLEP.

PROPERTY OWNER represents that it is willing to sell the SUBJECT PROPERTY to prospective buyers represented by LED and NLEP that may be interested in developing the site, and that PROPERTY OWNER agrees to a sale price of **\$ 15,000.00** per acre for a period of one year following date of this agreement. PROPERTY OWNER further agrees to enter into good faith negotiations with prospective purchasers represented by LED and NLEP, with further terms other than price to be defined in a PURCHASE AND SALE AGREEMENT between the Buyer and Seller. In order to facilitate the sale of the SUBJECT PROPERTY, PROPERTY OWNER agrees not to unreasonably reject terms of sale offered by the BUYER.

PROPERTY OWNER represents, and LED and NLEP both acknowledge, that SUBJECT PROPERTY is not intended for sale or development for residential or retail use. This MOA is intended only for property uses compatible with economic development goals, including but not limited to industrial, office, warehouse/distribution, manufacturing or other similar uses that promote economic development.

Throughout the period provided for herein, LED, NLEP and their representatives shall have the right to enter the SUBJECT PROPERTY to conduct Due Diligence. Eligible Due Diligence expenses include but are not limited to engineering studies to determine infrastructure cost estimates (utilities, roads, water/wastewater, etc.); environmental studies, site surveys and assessments; acquisition of aerial photos, quadrant maps, zoning maps; geotechnical analysis; threatened and endangered species studies; and archeological investigations. Proposals for eligible Due Diligence, including scope of work and cost estimates, are subject to preapproval by LED. Copies of service agreements, invoices, evidence of payment, and final work product will be available to PROPERTY OWNER, NLEP and LED at the completion of the project. All parties to this MOA acknowledge that, prior to any work being undertaken, LED and its representatives shall review the SUBJECT PROPERTY for eligibility with the Program. LED must approve the SUBJECT PROPERTY prior to any work being undertaken. LED will provide PROPERTY OWNER with a NOTICE TO PROCEED prior to any eligible work being undertaken.

Costs of conducting Due Diligence may be shared by NLEP, PROPERTY OWNER and/or Other Parties. PROPERTY OWNER participation in the Due Diligence cost sharing is discretionary and not a condition of this agreement. Costs of Due Diligence will be shared based on the following percentages: Property Owner and/or Other Parties: 25%, NLEP: 75%. NLEP agrees to identify funding sources for the PROPERTY OWNER and/or Other Parties (25%) portion of the expenses. The EDO (75%) portion of expenses will be provided through LED according to terms and conditions specified in other agreements between NLEP and LED.

Agreed and accepted, this 14th day of August, 2013:

Signed on behalf of:



For City of Natchitoches

Mayor Lee Posey

Print Name



For North Louisiana Economic Partnership (NLEP)

Scott Martinez, NLEP President

Print Name

The following Resolution was introduced by Mr. Stamey and Seconded by Mr. Nielsen as follows, to -wit:

RESOLUTION NO. 059 OF 2013

RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR AND ACCEPT FUNDS FROM THE FEDERAL AVIATION ADMINISTRATION (FAA) AND LOUISIANA DEPARTMENT OF TRANSPORTATION (LA DOTD) FOR IMPROVEMENTS AT THE NATCHITOCHEs REGIONAL AIRPORT

WHEREAS, the Natchitoches Regional Airport has been authorized to commence an Airport Improvement Project to Rehabilitate Terminal Area Apron (identified by AIP Project Number 3-22-0034-018-2013), conditional upon the authorization of grant funding; and

WHEREAS, the total cost of the Rehabilitate Terminal Area Apron Project is expected to be \$1,217,137.00, of which the Federal Aviation Administration is expected to pay \$984,128.00, and the Louisiana Department of Transportation is expected to pay \$233,009.00; and

WHEREAS, it is desirous for the City of Natchitoches to undertake the Airport Improvement Project proposed,

NOW, THEREFORE, BE IT RESOLVED that Mayor Lee Posey or his designee, be and hereby are authorized to apply for and receive such funding, to execute such documentation as may be required for those purposes and to do such other actions as may be necessary to accomplish the Airport Improvement Project proposed and identified by AIP Project Number 3-22-0034-018-2013.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5

Ayes to 0 Nays on this 12th day of August, 2013.



LEE POSEY, MAYOR

Application for Federal Assistance SF-424

* 1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): * Other (Specify)	
* 3. Date Received:		4. Application Identifier:			
5a. Federal Entity Identifier:			* 5b. Federal Award Identifier: 03-22-0034-018-2013		
State Use Only:					
6. Date Received by State:			7. State Application Identifier:		
8. APPLICANT INFORMATION:					
* a. Legal Name: City of Natchitoches, Louisiana					
* b. Employer/Taxpayer Identification Number (EIN/TIN): 726000931			* c. Organizational DUNS: 020610366		
d. Address:					
* Street1: P.O. Box 37 Street 2: * City: Natchitoches County: Natchitoches * State: Louisiana Province: Country: USA * Zip/ Postal Code: 71458					
e. Organizational Unit:					
Department Name: Natchitoches Regional Airport			Division Name: Purchasing		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix: Mr. Middle Name: * Last Name: Lee Suffix: Title: Director of Purchasing Organizational Affiliation:					
* First Name: Edd					
* Telephone Number: 318-357-3824			Fax Number: 318-357-3869		
* Email: elee@natchitochesla.gov					

Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type: C. City or Township Government

Type of Applicant 2: Select Applicant Type: - Select One -

Type of Applicant 3: Select Applicant Type: - Select One -

* Other (specify):

* 10. Name of Federal Agency:
Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

12. Funding Opportunity Number:

Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Natchitoches, Natchitoches Parish, Louisiana

* 15. Descriptive Title of Applicant's Project:

See Attached Scope of Work

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of: Natchitoches Parish

* a. Applicant 4th

* b. Program/Project: 4th

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project: Rehabilitate Terminal Area Apron

* a. Start Date: July 2013

* b. End Date: March 2014

18. Estimated Funding (\$):

*a. Federal \$984,128.00

*b. Applicant

*c. State

*d. Local \$233,009.00

*e. Other

*f. Program Income

*g. TOTAL \$1,217,137.00

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes

☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001).

☒ **I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr.

*First Name: Lee

Middle Name:

*Last Name: Posey

Suffix:

*Title: Mayor

*Telephone Number: 318-352-2772

Fax Number:

*Email: lposey@natchitochesla.gov

*Signature of Authorized Representative: *Lee Posey*

Date Signed: August 13, 2013

Application for Federal Assistance SF-424

*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

N/A

PART II
PROJECT APPROVAL INFORMATION

Item 1. Does this assistance request require State, local, regional, or other priority rating?	Name of Governing Body Priority
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 2. Does this assistance request require State, local advisory, educational or health clearances?	Name of Agency or Board (Attach Documentation)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95?	(Attach Comments)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 4. Does this assistance request require State, local, regional, or other planning approval?	Name of Approving Agency City of Natchitoches Date / /
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Item 5. Is the proposed project covered by an approved comprehensive plan?	Check One: State <input checked="" type="checkbox"/> Local <input type="checkbox"/> Regional <input type="checkbox"/> Location of plan
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Item 6. Will the assistance requested serve a Federal installation?	Name of Federal Installation Federal Population benefiting from Project
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 7. Will the assistance requested be on Federal land or installation?	Name of Federal Installation Location of Federal Land Percent of Project
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 8. Will the assistance requested have an impact or effect on the environment?	See instructions for additional information to be provided.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms?	Number of: Individuals Families Businesses Farms
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated?	See instructions for additional information to be provided.
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

PART III - BUDGET INFORMATION**SECTION A - BUDGET SUMMARY**

Grant Program, Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. AIP-007	20-106	\$	\$	\$984,128.00	\$233,009.00	\$1,217,137.00
2.						
3.						
4.						
5. TOTALS		\$	\$	\$984,128.00	\$233,009.00	\$1,217,137.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total
	(1)	(2)	(3)	(4)	(5)
a. Personnel	\$	\$	\$	\$	\$
b. Fringe Benefits					
c. Travel					
d. Equipment					
e. Supplies					
f. Contractual	97,550.00				97,550.00
g. Construction	1,117,087.00				1,117,087.00
h. Other					
i. Total Direct Charges					
j. Indirect Charges	2,500.00				2,500.00
k. TOTALS	\$1,217,137.00	\$	\$	\$	\$1,217,137.00
7. Program Income	\$	\$	\$	\$	\$

SECTION C - NON-FEDERAL RESOURCES

(a) GRANT PROGRAM	(b) APPLICANT	(c) STATE	(d) OTHER SOURCES	(e) TOTALS
8.	\$	\$233,009.00	\$	\$ 233,009.00
9.				
10.				
11.				
12. TOTALS		233,009.00		233,009.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1 st Year	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
13. Federal	\$984,128.00	\$300,000.00	\$250,000.00	\$250,000.00	\$184,128.00
14. Non-Federal	233,009.00	75,000.00	60,000.00	60,000.00	38,009.00
15. TOTAL	\$1,217,137.00	\$375,000.00	\$310,000.00	\$310,000.00	\$222,137.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) GRANT PROGRAM	FUTURE FUNDING PERIODS (YEARS)			
	(b) FIRST	(c) SECOND	(d) THIRD	(e) FOURTH
16.	\$	\$	\$	\$
17.				
18.				
19.				
20. TOTALS	\$	\$	\$	\$

SECTION F - OTHER BUDGET INFORMATION
(ATTACH ADDITIONAL SHEETS IF NECESSARY)

21. Direct Charges:

22. Indirect Charges:

23. Remarks:

PART IV - PROGRAM NARRATIVE (ATTACH PER INSTRUCTION)

PART IV
PROGRAM NARRATIVE
(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION

OMB NO. 2120-0569

PROJECT : AIP Project Number 3-22-0034-018-2013

AIRPORT : Natchitoches Regional Airport

1. Objective:

Rehabilitate the terminal area apron. This project will both strengthen and increase the life of the existing apron.

2. Benefits Anticipated:

Extended life of the apron and provide for better resistance to jet fuel.

3. Approach : (See approved Scope of Work in Final Application)

The existing apron will be overlayed.

4. Geographic Location:

Natchitoches Regional Airport is located on the South side of the City of Natchitoches in Natchitoches Parish, Louisiana

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

Mr. Edd Lee
Director of Purchasing
PO Box 37
Natchitoches, LA 71458
318-357-3824 elee@natchitochesla.gov

The following Resolution was introduced by Mr. Mims and Seconded by Mr. Stamey as follows, to –wit:

RESOLUTION NO. 060 OF 2013

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
CHANGE ORDER NO. 3 (FINAL) TO THE
WATER SYSTEM IMPROVEMENTS
REHABILITATION OF WATER TREATMENT PLANT NO. 1**

(BID NO. 0495)

WHEREAS, the City of Natchitoches awarded a contract to Cecil D. Gassiott, LLC by Ordinance No. 001 of 2010 passed on January 11, 2010 in the base bid amount of \$2,748,000.00 for the Water System Improvements, Rehabilitation of Water Treatment Plant No. 1 (Bid No. 0495); and,

WHEREAS, the City of Natchitoches approved Change Order 1 by Resolution No. 109 of 2011 passed on September 26, 2011 in the amount of \$ 1,581,900.00 as recommended by the State of Louisiana, Department of Health and Hospitals, Drinking Water Revolving Loan Fund program to complete the second phase of the Project; and,

WHEREAS, the City of Natchitoches approved Change Order 2 by Resolution No. 069 of 2012 passed on July 23, 2012 in the amount of \$ 144,989.00 as recommended by the State of Louisiana, Department of Health and Hospitals, Drinking Water Revolving Loan Fund program to complete the second phase of the Project; and,

WHEREAS, the Engineer, Norman Nassif of Nassif Engineering & Architecture, LLC, recommends Change Order No. 3 (Final) dated August 12, 2013 reflecting an increase of \$ 122,436.00 in the contract amount, and an additional 224 days to the contract time, as further detailed in attached Change Order No. 3 (Final); and

WHEREAS, the City is of the opinion that Change Order No. 3 (Final) is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to execute the referenced Change Order No. 3 (Final) to the agreement between the City and the Contractor.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5

Ayes to 0 Nays on this 12th day of August, 2013.



LEE POSEY, MAYOR

CHANGE ORDER

 **ORIGINAL**

Change Order No.: Three (3) (Final)

Change Order Date: August 12, 2013

PROJECT: Water System Improvements

Rehabilitation of Water Treatment Plant No. 1

OWNER: City of Natchitoches

CONTRACTOR: Cecil D. Gassiot, LLC

The Contract Documents are modified as follows upon execution of this Change Order:

Piping changes; distribution & backwash pump headers, site distribution piping, Plant 1 effluent piping, Clear-well 2 drain piping, new pump station vent piping, with piping cost credit.
Caulk roof of existing concrete clear-well (Clear-well 2).
Repair leaks in walls of existing concrete clear-well (Clear-well 2).
New electrical building cost credit.
Electrical changes for new pump station.

Contract Time Extension due to time delay associated with implementing work items included in this change order, delay due to Owner's new emergency back-up electrical generator (under separate Owner's contract by others), and delay's due to inclement weather. Revised Substantial Completion Date will be August 12, 2013; accordingly, revised Final Completion Date will be September 26, 2013.

See attached cost estimate for itemized costs for major work items.

Change in Contract Price:

Original Contract Price:\$ 2,748,000.00

Contract Price adjusted by prior Change Orders.....\$ 1,726,889.00

Contract Price due to this Change Order (will increase):\$ 122,436.00

Contract Price incorporating this Change Order will be:.....\$ 4,597,325.00

Change in Contract Time:

Original Contract Time (calendar days)..... 365

Contract Time adjusted by prior Change Orders 699

Contract Time due to this Change Order (will increase): 224

Contract Time incorporating this Change Order will be: 1288

Recommended by (Engineer): Nassif Engineering & Architecture, LLC


(Signature)

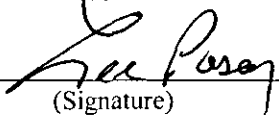
8/21/13
Date

Accepted by (Contractor): Cecil D. Gassiot, LLC


(Signature)

8.26.13
Date

Approved by (Owner): City of Natchitoches


(Signature)

8/21/13
Date

Ms. Morrow asked Mr. Norman Nassif to tell the Council about the change orders. Mr. Nassif explained that the first change order was so the City could keep the one million dollar credit on the 5 million dollar bond, in order to keep the funds and get the one million dollar forgiveness. The second change order was for piping issues at the water plant that was unforeseen. The last change order was also dealing with piping issues at the water plant.

The following Resolution was introduced by Mr. Payne and Seconded by Mr. Nielsen as follows, to -wit:

RESOLUTION NO. 061 OF 2013

A RESOLUTION AUTHORIZING THE EXECUTION OF THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR THE WATER SYSTEM IMPROVEMENTS, REHABILITATION OF WATER TREATMENT PLANT NO. 1

(BID NO. 0495)

WHEREAS, the City of Natchitoches awarded the contract for the Water System Improvements, Rehabilitation of Water Treatment Plant No. 1 (Bid No. 0495) to Cecil D. Gassiott, LLC by Ordinance No. 001 of 2010, passed on January 11, 2010; and

WHEREAS, it is the opinion of Norman Nassif of Nassif Engineering & Architecture, LLC that the work required by the Contract is found to be substantially completed and in general conformity with the project plans and specifications as shown by his signature on the Certificate of Substantial Completion.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Natchitoches, in legal session convened:

SECTION 1: That the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to accept the work performed by Contractor in association with the said project and to execute the Certificate of Substantial Completion therewith when presented and approved by the Engineer; and

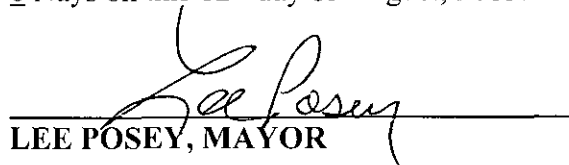
SECTION 2: That the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to issue final payment to the Contractor upon receipt of the Clear Lien Certificate issued by the Natchitoches Parish Clerk of Court, and upon the recommendation of the Engineer to issue said final payment.

NOW, THEREFORE, BE IT RESOLVED, that the Natchitoches City Council does hereby authorize the Mayor to execute the Certificate of Substantial Completion for the Water System Improvements, Rehabilitation of Water Treatment Plant No. 1 (Bid No. 0495) and upon presentation and approval by the engineer, Norman Nassif.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 12th day of August, 2013.


LEE POSEY, MAYOR

Certificate of Substantial Completion

 ORIGINAL

Project: Water System Improvements
Rehabilitation of Water Treatment Plant No. 1
Owner: City of Natchitoches
Contractor: Cecil D. Gassiot, LLC
Date of Contract: January 28, 2010

This Certificate of Substantial Completion applies to all Work under the Contract Documents.

August 12, 2013
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

As applicable, a tentative list of items to be completed or corrected may be attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Owner's Amended Responsibilities:

Security, Operation, Safety, Maintenance and Insurance.

Contractor's Amended Responsibilities:

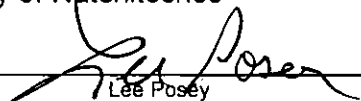
Contractor shall maintain a Performance Bond for this project for a minimum of one year from the designated Substantial Completion date (August 12, 2014).

The following documents are attached to and made part of this Certificate:

Punch List

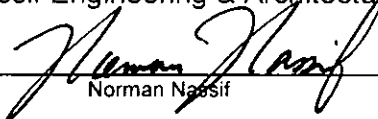
This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Owner: City of Natchitoches


Lee Posey

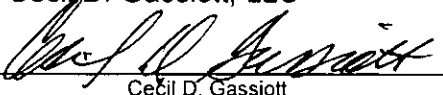
8/23/13
Date

Executed by Engineer: Nassif Engineering & Architecture, LLC


Norman Nassif

8/23/13
Date

Accepted by Contractor: Cecil D. Gassiot, LLC


Cecil D. Gassiot

09/04/13
Date

Punch List

Project:	<u>Water System Improvements</u>
	<u>Rehabilitation of Water Treatment Plant No. 1</u>
Owner:	<u>City of Natchitoches</u>
Contractor:	<u>Cecil D. Gassiot, LLC</u>
Date of Contract:	<u>January 28, 2010</u>

<u>Record Drawings</u>	
Value of Work	\$ 3,000.00

<u>Complete Operation & Maintenance Manuals</u>	
Value of Work	\$ 5,000.00

<u>Site Pipework Painting</u>	
Value of Work	\$ 1,000.00

<u>Complete Programming for Control Automation</u>	
Value of Work	\$ 5,000.00

Total Value of Punch List Items	\$ 14,000.00
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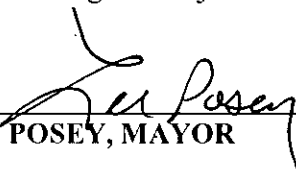
Mr. Paul Waldrup addressed the City Council regarding the demolition of his property at 1122 Grace Ave.

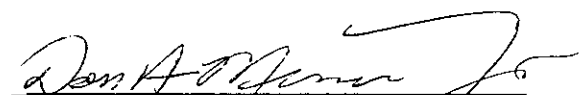
Mayor Posey announced that the City of Natchitoches offices will be closed on Monday, September 2, 2013 in honor of Labor Day.

Mayor Posey further announced that the next scheduled City Council meeting will be August 26, 2013.

Mayor Posey asked if there was any further business to be brought before the Council.

With no further discussion, the Mayor made a motion for adjournment and all were in favor. The meeting was adjourned at 6:35 p.m.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE